



Date: March 25, 2013

To: Chairwoman M. Dimitrijevic  
Supervisor W. Johnson, Jr.  
Supervisor D. Cullen  
Supervisor G. Broderick

CC: Jay Williams

**Subject: Report from the Milwaukee Public Museum  
Fiscal 2013 – 1<sup>st</sup> Half Financial Update**

**Summary**

The continuing purpose of the museum is to educate, explore, discover and preserve the world and its people. MPM's mission, across time and cultures, is to be a world class museum that focuses on the intersections between people and the environment and the impact each has on the other.

Base museum attendance is up 2% versus prior year for the first half with just over 115,000 visitors. An additional 50,000 guests have been through the "*Real Pirates*" exhibition, which opened to the public on December 14<sup>th</sup>. Visitors have provided very positive feedback on the quality and content of the exhibition.

Through generous foundation support, the theater has gone through a rebranding and is now the **Daniel M Soref National Geographic Dome Theater and Planetarium**. New signage has been added to the building to reflect the changes. The partnership between MPM and National Geographic will provide not only outstanding educational content for the theater, but will also allow us to leverage the National Geographic brand and marketing capabilities to members in the region. The theater has been upgraded with a new digital 3D projection capability which opened to the public February 1st. This 3D projection on the dome provides visitors with a truly immersive experience.

Also through donor gifts, the museum has renovated the entrance from the Mac Square parking garage. Now visitors are welcomed with graphics from the past as well as flat screen monitors informing of what is happening that day at the museum.

## Milwaukee Public Museum

MPM had a successful Food and Froth event February 16<sup>th</sup>. The evening was sold out with over 2,000 people in attendance. Funds raised through this event support museum operations and augment the annual campaign.

Museum programs included the following highlights:

- The museum provided more than 500 educational programs to 29,000 students during the past ½ year. Included in this is the newly funded program *Learning Journeys* which is a joint partnership between MPM and MPS to provide planetary and earth science programming to every third grader in the MPS system. The programming is themed “Change over Time” and was developed in collaboration with MPS to provide students with specific learning objectives that meet the needs of MPS. As a precursor to the programming, the museum hosted 300 MPS 3rd grade teachers for all-day teacher development training on October 29th. The teachers were immersed in planetary and earth science during half the day and the other half of the day they were guided in how to use the museum’s exhibits to enhance their teaching.
- On Friday, January 25<sup>th</sup>, the first of two recruitment fairs for the NASA-funded CREATE (Creating Relevant Education in Astronomy Through Education) program took place. Kids from the Boys & Girls Clubs Greater Milwaukee came to the museum to get hands-on experience and learn about the program. Those kids who wish to be part of this program will fill out an application and write an essay. The museum will choose 20 students to participate in the year-long program that will culminate in them producing a planetary show.
- The exhibit department delivered the “Watson” exhibit to the County Court House. This exhibit traces the history of a 19<sup>th</sup> Century African American family in Milwaukee. The exhibit was on display during the month of February.
- The museum received a grant for \$10,000 from the Wisconsin Humanities Council to produce an exhibit on Arab and Muslim women’s clothing and the meanings of it. This exhibit will be produced in collaboration with the Arab and Muslim Women’s Research and Resource Center and several colleges and universities in Milwaukee.

### **Financial Results (unaudited)**

Attached are unaudited financial statements for the fiscal first half of 2013 (Sep 2012 – Feb 2013). After a 1<sup>st</sup> quarter loss of (\$788,000), MPM recorded a profit in the 2<sup>nd</sup> quarter of \$137,000 bringing the year-to-date loss to (\$651,000). This compares to a planned loss of (\$744,000).

Soft revenues from admissions, fundraising and the delay in the completion of the theater project have been offset by austerity measures to minimize expenses. While non-operating, investment gains of \$485,000 on Endowment asset holdings have added to the improved result.

Operating cash is low and further actions will be needed to offset shortfalls. The most significant financial risk the museum faces in the near term is the continuing cash drain

## Milwaukee Public Museum

requirements to fund the Pension and Retiree Medical Obligations for former County Employees. The total obligation MPM is now facing is approximately \$16 million; \$10.2 million of which remains unfunded. In addition, cash required for needed capital repairs/improvements to the building envelope and its major electrical and mechanical systems is inadequate to meet the growing list of deferred maintenance projects. MPM continues to have discussions with County representatives on alternative solutions to address these issues. MPM anticipates recommendations will be brought to the County Board by the end of the second quarter in 2013. Until then, MPM management continues to take actions to increase revenues, minimize expenses and conserve cash.

MPM's increase in Notes Payable is a result of borrowings related to the new theater system being installed and seasonal borrowing on its line of credit. The theater debt is tied to a donor gift agreement which will fund the debt repayment over the next several years.

### **Looking Forward**

We continue to work on our infrastructure and permanent exhibits to improve the museum-going experience for our visitors. The "*Real Pirates*" exhibition will run through May 27, 2013.

Please contact me if you have any questions or concerns with the enclosed materials.

Sincerely,

***Michael A. Bernatz***

Michael A. Bernatz  
Chief Financial Officer  
Milwaukee Public Museum

# Milwaukee Public Museum

MPM Consolidated Statement of Activities for the Six Months Ended 2/28/13					
	YTD	YTD		Prior Year	Prior Year
	Actual	Budget	Dev	Actual	Change
<b>Revenue:</b>					
Contributions and Membership	1,646,671	2,156,526	(509,855)	1,995,272	(348,601)
Special Event Revenue	532,934	516,934	16,000	546,608	(13,674)
Public Support	1,751,188	1,751,188	0	1,751,188	0
Admissions	1,041,944	1,466,642	(424,698)	1,650,785	(608,842)
Theatre/Planetarium	220,431	514,303	(293,872)	361,557	(141,126)
Programs	61,984	75,514	(13,531)	78,888	(16,904)
Contributed Services	14,470	0	14,470	0	14,470
Restaurant and Facility Rental	101,232	151,851	(50,619)	112,517	(11,285)
Retail	249,444	287,148	(37,704)	261,514	(12,070)
Other income	46,906	90,914	(44,008)	166,079	(119,173)
Net assets released from restrictions	575,455	657,370	(81,915)	617,124	(41,669)
Total Unrestricted Revenue	6,242,657	7,668,389	(1,425,732)	7,541,531	(1,298,874)
<b>Operating Expenses:</b>					
Curatorial	451,840	491,653	(39,813)	539,020	(87,180)
Exhibits	896,740	975,738	(78,997)	2,633,067	(1,736,327)
Special Events	215,171	227,024	(11,853)	240,250	(25,079)
Theatre/Planetarium	228,762	399,381	(170,619)	295,461	(66,699)
Programs	248,629	301,111	(52,482)	238,806	9,823
Contributed Services	0	0	0	0	0
Restaurant and Facility Rental	4,771	7,714	(2,943)	8,268	(3,497)
Retail	227,268	255,682	(28,414)	233,708	(6,439)
Fundraising	572,914	655,915	(83,001)	607,969	(35,055)
Administrative	1,396,640	1,442,739	(46,099)	1,527,622	(130,982)
Facilities	1,511,222	1,755,724	(244,502)	1,515,760	(4,538)
Interest	109,736	104,214	5,522	110,597	(861)
Marketing	257,796	312,712	(54,915)	271,363	(13,567)
Depreciation	617,636	664,564	(46,928)	635,937	(18,301)
Total Operating Expenses	6,739,126	7,594,170	(855,044)	8,857,827	(2,118,700)
Inc (dec) in unrestricted net assets before non operating items	(496,469)	74,219	(570,688)	(1,316,296)	819,826
<b>Non Operating Items:</b>					
Pension & Post Retirement Benefits Expense	(296,638)	(300,000)	3,362	(368,791)	72,153
Investment Earnings	197,189	0	197,189	156,460	40,729
Loss on interest rate swap liability	47,101	0	47,101	13,036	34,065
Total Non Operating Items	(52,348)	(300,000)	247,652	(199,295)	146,947
Inc (dec) in unrestricted net assets	(548,818)	(225,781)	(323,036)	(1,515,591)	966,774
<b>Changes in Temporarily Restricted Net Assets:</b>					
Contributions	164,000	139,000	25,000	291,624	(127,624)
Investment Earnings	301,613	0	301,613	269,083	32,530
Net assets released from restrictions for operations	(575,455)	(657,370)	81,915	(617,124)	41,669
Inc (dec) in temporarily restricted net assets	(109,842)	(518,370)	408,528	(56,417)	(53,425)
<b>Changes in Permanently Restricted Net Assets:</b>					
Contributions	0	0	0	3,500	(3,500)
Investment Earnings	7,646	0	7,646	6,560	1,086
Net assets released from restrictions for operations	0	0	0	0	0
Inc (dec) in permanently restricted net assets	7,646	0	7,646	10,060	(2,414)
<b>Inc (dec) in Net Assets</b>	(651,014)	(744,151)	93,137	(1,561,948)	910,935
<b>Total Net Assets at Beginning of Period</b>	9,149,638	9,149,638	0	12,674,712	(3,525,074)
<b>Total Net Assets at End of Period</b>	8,498,624	8,405,487	93,137	11,112,764	(2,614,139)



# Milwaukee Public Museum

MPM Consolidated Statement of Financial Position as of 2/28/13					
	Consolidated	Consolidated		Consolidated	Prior Year
	<u>2/28/13</u>	<u>8/31/12</u>	<u>Change</u>	<u>2/28/12</u>	<u>Change</u>
<b>Assets:</b>					
Cash and cash equivalents	1,786,963	1,656,825	130,138	2,093,298	(306,335)
Investments	287,223	279,247	7,976	312,149	(24,926)
Accounts Receivable	75,295	66,150	9,145	46,005	29,290
Contributions Receivable - Current	647,135	1,017,450	(370,315)	467,918	179,217
Due From Other Entities	0	0	0	0	0
Inventories, net	41,902	23,411	18,491	55,427	(13,525)
Prepaid Expenses	302,760	247,781	54,979	490,047	(187,287)
Total Current Assets	3,141,278	3,290,864	(149,586)	3,464,844	(323,566)
Other Assets:					
Cash and investments held for endowment	6,743,637	6,462,411	281,226	7,187,267	(443,630)
Contributions Receivable - Long Term	2,228,893	2,228,893	0	946,907	1,281,986
Other Long Term Assets	0	0	0	0	0
Total Other Assets	8,972,530	8,691,304	281,226	8,134,174	838,356
Property & Equipment:					
Construction in Progress	490,981	117,792	373,189	51,314	439,667
Building Additions	19,312,542	19,310,494	2,048	19,338,666	(26,124)
Furniture, equipment and other improvements	10,662,135	10,607,955	54,180	10,482,577	179,557
Gross Property & Equipment	30,465,657	30,036,241	429,416	29,872,557	593,100
Less-Accumulated depreciation	(15,652,868)	(15,035,232)	(617,636)	(14,378,240)	(1,274,629)
Net Property & Equipment	14,812,789	15,001,009	(188,220)	15,494,317	(681,528)
<b>Total Assets</b>	<b>26,926,597</b>	<b>26,983,177</b>	<b>(56,580)</b>	<b>27,093,335</b>	<b>(166,738)</b>
<b>Liabilities and Net Assets:</b>					
Accounts Payable	870,132	894,678	(24,546)	1,124,790	(254,658)
Accrued Payroll & Benefits	500,439	531,990	(31,551)	734,497	(234,058)
Deferred Revenue	1,190,686	1,216,539	(25,853)	1,076,522	114,165
Interest Payable	16,539	17,852	(1,313)	17,171	(633)
Accrued Postretirement Benefits - Current	118,166	118,166	0	102,548	15,618
Notes Payable - Current	262,000	262,000	0	262,000	0
Capital Leases - Current	0	0	0	0	0
Total Current Liabilities	2,957,961	3,041,225	(83,264)	3,317,528	(359,567)
Accrued Postretirement Benefits	10,268,569	10,162,770	105,799	7,927,065	2,341,504
Interest Rate Swap Liability	237,443	284,544	(47,101)	259,978	(22,536)
Due to Other Entities	0	0	0	0	0
Notes Payable	4,964,000	4,345,000	619,000	4,476,000	488,000
<b>Total Liabilities</b>	<b>18,427,973</b>	<b>17,833,539</b>	<b>594,434</b>	<b>15,980,571</b>	<b>2,447,402</b>
<b>Net Assets:</b>					
Unrestricted	(500,517)	48,301	(548,818)	3,593,300	(4,093,816)
Temporarily Restricted	5,161,617	5,271,459	(109,842)	3,690,179	1,471,438
Permanently Restricted	3,837,524	3,829,878	7,646	3,829,285	8,239
<b>Total Net Assets</b>	<b>8,498,624</b>	<b>9,149,638</b>	<b>(651,014)</b>	<b>11,112,764</b>	<b>(2,614,139)</b>
<b>Total Liabilities and Net Assets</b>	<b>26,926,597</b>	<b>26,983,177</b>	<b>(56,580)</b>	<b>27,093,335</b>	<b>(166,738)</b>



David A. Clarke Jr.  
Sheriff

County of Milwaukee

## Office of the Sheriff

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**Date:** March 12, 2013

**To:** County Executive Chris Abele  
Supervisor Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors  
Director Don Tyler, Department of Administrative Services

**From:** Richard Schmidt, Inspector, Office of the Sheriff, Milwaukee County

**Subject:** Notification of Emergency Purchase of Psychiatric Services Contract

Pursuant to Milwaukee County Ordinance Chapter 56, the Sheriff has entered into an emergency one (1) year contract to provide mandated psychiatric services for the inmates at the County Correctional Facilities of the Office of the Sheriff.

### Background

The Office of the Sheriff maintains a medical and mental health unit responsible for providing inmate medical care in the two County Correctional Facilities. The County is currently operating under the Christensen Consent Decree, which dictates the minimum level of inmate care. The Christensen lawsuit agreement requires the Sheriff's Office to provide the full time equivalent of 1.7 psychiatric positions in the Medical Unit of Detention Services. The Sheriff has been trying unsuccessfully to hire psychiatrists to fill these positions based on approved rates of compensation (\$125/hr) for the past four to five years. The last psychiatrist on our payroll was part time and left July 2011.

Immediate action is required to preserve and protect the psychiatric health and welfare of our correctional inmates. We have been able to engage the psychiatric services of a full time psychiatrist by contracting with Armor Correctional Health Services, Inc. Armor Correctional Health Services, Inc. is a physician and minority-owned enterprise that provides comprehensive medical, dental and mental health services for approximately 12 correctional systems. Armor will provide the Sheriff a full time onsite certified professional at a contracted rate of \$150/hr plus a one-time recruitment fee of \$12,000.

### Program Effect

This contract allows us to provide expanded psychiatric services at the Community Correctional Facility Central and Community Correctional Facility South. The court monitor, Dr. Shansky, is closely following our provision of psychiatric services to inmates and the addition of this contracted service helps us towards fulfilling the mandated services of 1.7 FTE.

### Fiscal Effect

The 2013 Budget transfers the responsibility of Inmate Medical and Mental Health for both Correctional Facilities to the New House of Correction effective July 31, 2013. Circumstances and litigation may delay or inhibit implementation. The 2013 Budget prepared for the New House of Correction provided only 1 full-time staff psychiatrist at a salary of \$182,154 (excluding benefits). This one (1) year contract with Armor Correctional Health Services, Inc. fulfills an immediate need for a full-time psychiatrist at a rate of \$150/hr and guarantees daily staffing including holidays.



Richard Schmidt, Inspector  
Milwaukee County Office of the Sheriff

cc: Josh Fudge, Fiscal Management Analyst, Dept of Administrative Services – Fiscal & Strategic  
Mark Borkowski, Chairperson, Judiciary, Safety and General Services Committee  
Janelle Jensen, Chief Committee Clerk, Judiciary, Safety and General Services Committee  
Jennifer Collins, Research Analyst, Judiciary, Safety and General Services Committee  
David Cullen, Co-Chairperson, Finance, Personnel and Audit Committee  
Willie Johnson, Jr., Chairperson, Finance, Personnel and Audit Committee  
Carol Mueller, Chief Committee Clerk, Finance, Personnel and Audit Committee  
Steve Cady, Research Analyst, Finance, Personnel and Audit Committee  
Nelson Soler, Director, Community Business Development Partners  
Cynthia VanPelt, Executive Director, Risk Management  
Kimberly Walker, Corporation Counsel  
Richard Schmidt, Inspector, Sheriff's Office  
Edward Bailey, Inspector, Sheriff's Office  
Debra Burmeister, Major, Sheriff's Office  
Bill Lethlean, Accounting Manager, Sheriff's Office

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made this 12<sup>th</sup> day of March, 2013 by and between Armor Correctional Health Services, Inc. having their offices at 4960 S.W. 72<sup>nd</sup> Avenue, Suite 400, Miami, FL 33155 (hereinafter "Contractor"), and Milwaukee County, by Sheriff David A. Clarke Jr., (hereinafter referred to as "County"). In consideration of the mutual promises contained in this agreement, County will pay Contractor no more than \$327,000.00 to provide Psychiatric Services at Milwaukee County Correctional Facility Central and Correctional Facility South. At such time as the fees for such professional services approach the \$327,000.00 amount, Contractor and County will discuss entering into a further extension or amendment of this agreement. Contractor shall commence services as soon as this Agreement is executed and continue thereafter as determined by Sheriff David A. Clarke Jr., in his capacity as a Sheriff of Milwaukee County.

Contractor and County agree that services will be provided at a rate of \$150 per hour plus \$12,000 for recruitment and placement of an onsite psychiatrist. Contractor shall provide the County with invoices that include the name of the individual psychiatrist who performed services, the actual hours worked, the task(s) performed, and any out-of-pocket expenses as may be authorized in advance by the County. Contractor's psychiatrist shall work 40 hours each week, Monday through Friday.

### **Term**

This agreement shall become effective upon the date it is fully executed and continue for one (1) year.

### **Provisions**

Nothing contained in this Agreement shall constitute, or be construed to create a partnership or joint venture between the County and Contractor. In entering into this Agreement and in performing the services required under it, Contractor will be acting at all times as an independent contractor.

Contractor shall indemnify Milwaukee County for, and hold it harmless from all liability claims and demands on account of injuries, loss or damage of any kind whatsoever, including worker's compensation claims, which arise out of, or are in any manner connected with the performance of the Agreement, based on injury or damage being caused by negligence or other fault of the Contractor, its subcontractors, if any, or the agents or employees of either. Contractor shall, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such liability, damage, loss, claims, demands and actions.

Contractor agrees to permit authorized representatives of the Milwaukee County Auditor, after reasonable notice, the right to inspect and audit all records relating to the carrying out of this Agreement for a period of up to three years after completion of the Agreement. Contractor further understands that oral and written communication with Milwaukee County regarding the professional psychiatric services provided on behalf of the County are confidential. No aspect of Contractor's representation may be discussed with any individual other than Sheriff David A. Clarke Jr., or an individual designated by Sheriff David A. Clarke Jr., unless Contractor receives prior written authorization for such discussion.

All reports, correspondence, data and other material provided furnished, or assembled by Contractor for the purpose of legal representation to the County shall be the exclusive property of the County. No portion of the work covered by this Agreement may be assigned or subcontracted out without the prior written consent of the County.

Contractor hereby attests that it is familiar with, and agrees to abide by Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his

immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

### **Indemnity**

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless the County, its agents, officers and employees, from and against all liability, including, but not limited to, costs and attorney's fees, all claims and causes of actions by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with any of the activities covered by this Contract. Notwithstanding the forgoing, because Contractor will be working under the direction of Milwaukee County personnel, Contractor shall not be liable and shall be defended and indemnified by Milwaukee County from and against any and all liability, including, but not limited to, costs and attorney's fees, all claims and causes of actions by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Milwaukee County to the extent such arise out of or relate to Contract personnel following direction of Milwaukee County personnel.

### **Insurance**

Contractor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as set forth below. Should Milwaukee request additional amounts, Contractor shall use reasonable effort to obtain such and Milwaukee shall reimburse County the actual cost associated therewith. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commencing under this Agreement.

Contractor shall provide evidence of the following coverages and minimum amounts.

It is understood and agreed that Contractor shall obtain information on the professional liability coverages of all sub-consultants and/or subcontractors in the same form as specified above for review of the County.

Type of Coverage	Minimum Limits
<b>Wisconsin Workers' Compensation</b>	Statutory (Waiver of Subrogation for Workers Comp by Endorsement)
<b>Employer's Liability</b>	\$100,000/\$500,000/\$100,000
<b>Commercial Or Comprehensive General Liability</b>	
General Aggregate	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 Per Person
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence
<b>Professional Liability</b>	
Errors & Omissions	\$1,000,000 Per Occurrence
<b>Automobile Liability</b>	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned	
Uninsured Motorists	Per Wisconsin Requirements

Milwaukee County, as its interests appear, shall be named as an additional insured for general, automobile, as respects the services provided in this Contract. Disclosure must be made of any non

standard or restrictive additional insured endorsement, and any use of non standard or restrictive additional insured endorsement will not be acceptable, a thirty (30) day written notice of cancellation, nonrenewal, or material change shall be afforded to the County.

The insurance specified above shall be placed with at least an A-/VIII rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this Agreement. Waivers may be granted when surplus lines and specialty carriers are used. Certificate of Insurance shall be submitted for review to the County for each successive period of coverage for the duration of this Agreement. A copy of this Agreement shall be binding and regarded as if signed in the original. Notices to Milwaukee County provided for in this Agreement shall be sufficient if sent by mail, postage prepaid, addressed to:

Milwaukee County Office of the Sheriff,  
Sheriff David A. Clarke, Jr.,  
821 West State Street, Room 107,  
Milwaukee, WI 53233-1488,

and notices to Contractor shall be sufficient if sent by mail to:

Armor Correctional Health Services, Inc.,  
Attention Law Department,  
4960 S. W. 72<sup>nd</sup> Avenue, Suite 400,  
Miami, FL 33155.

#### **TERMINATION BY CONTRACTOR**

Contractor may, at its option, terminate this contract upon the failure of the County to pay any amount which may become due hereunder for a period of thirty (30) days following submissions of appropriate billing and support documentation. Upon said termination, contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.



#### **TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR**

If Contractor fails to fulfill its obligations under this contract in a timely and proper manner, or violates any of its provisions, County shall thereupon have the right to terminate it by giving thirty (30) days written notice of termination of contract, specifying the alleged violations and effective date of termination. It shall be terminated if, upon receipt of the notice, contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by contractor for use in completing this contract.

#### **UNRESTRICTED RIGHT OF TERMINATION**

Both party reserves the right to terminate this contract at any time for any reason by giving the other party thirty (30) days written notice by Certified Mail of such termination. In the event of said termination, Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate monies required for the completion of the contract. If Contractor exercises their unrestricted right of termination the \$12,000 fee will be refunded to County on a prorated basis at a rate of \$1,000 per month of unfulfilled services.

If Contractor's Psychiatrist quits or is terminated for cause, Contractor will use reasonable efforts to locate a replacement, but given that Contractor is not in the business of leasing employees, Contractor may, without penalty, opt to immediately terminate this Agreement, and shall refund a prorated portion of the \$12,000 fee at a rate of \$1,000 per month of unfulfilled services. It is understood by both parties that Contractor is leasing the psychiatrist under this Agreement as an accommodation to the County.

MISCELLANEOUS

Upon termination, Contractor shall cease providing professional psychiatric services and shall turn over all work product to the County.

During the period of this Agreement, Contractor shall not hire, retain or utilize for compensation any member, officer, or employee of Milwaukee County or any person who, to the knowledge of Contractor, has a conflict of interest. This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereunder in compliance with all applicable state, local, or federal laws, rules, regulations and orders.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day, month, and year first above written.

Milwaukee County

David A. Clarke Jr.  
Sheriff's Office                      Date

Contractor

[Signature]  
Chief Operating Officer                      Date

3/12/2013

Date

Approved as to appropriate use  
of form and independent contractor status

Reviewed by Risk Management

Deputy Wade A. Hoad 3/12/13  
Corporation Counsel                      Date

[Signature] 3/12/13  
Risk Manager                      Date  
Approved as to insurance requirements

Approved with regards to Chapter 42  
County General Ordinances:

[Signature] 3-12-13  
CDBG Director                      Date

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

DATE : April 1, 2013  
TO : Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors  
FROM : Scott B. Manske, Comptroller  
SUBJECT: Report of Professional Service Contracts – 3rd and 4th Quarters of 2012 – (For Information Only)

**Policy Issue**

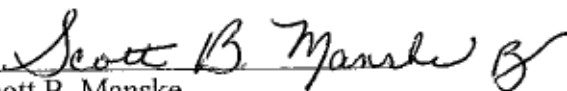
Pursuant to County Ordinance 56.30(8), attached is a summary of professional service contract notifications received by the Office of the Comptroller from July 1, 2012 through December 31, 2012.

The notification of a professional service contract has to be received in the Comptroller's office prior to any payment being made on a contract.

The data for the quarters listed above, does not include DBE participation for subcontractors. DBE participation data is reported separately by the Community Business Development Partners office and is no longer included in this report.

**Committee Action**

This is an informational report only. This report should be referred to and reviewed by the Finance and Audit Committee.

  
Scott B. Manske  
Comptroller

**Attachments**

cc: Chris Abele, County Executive  
Don Tyler, Director, Department of Administrative Services  
Craig Kammholz, Fiscal and Budget Administrator  
Jerome Heer, Director of Audit  
Nelson Soler, Community Business Development Partners  
Stephen Cady, Fiscal and Budget Analyst, County Board  
Carol Mueller, Head Committee Clerk, County Board

**SUMMARY OF PROFESSIONAL SERVICE CONTRACTS  
REPORTED TO OFFICE OF COMPTROLLER**

**\*NO APPROVAL REQUIRED FOR:**

- A - Capital Projects
- B - Capital/Major Maintenance Under \$50,000
- C - Operating Contracts Under \$50,000
- D - Annual T&M Contracts (Approval obtained on Project-by-Project Basis)
- + - Represents Increase to Existing Contract

**Professional Service Contracts for 07-01-2012 thru 09-30-2012**

ORG	DEPT & VENDOR	ORIGINAL CONTRACT TOTAL + INCREASE	ACCOUNT CHARGED	DATE INITIATED	MONTHS	PURPOSE	APPROVED BY COUNTY BD (FILE #)	EXCLUDED FROM COUNTY BD APPROVAL?	IS VENDOR DBE CERTIFIED?	CBDP NOTIFIED B4 AWARD OF CONTRACT?
<b>1040</b>	<b>COMM</b>									
<b>1041</b>	<b>COMMUNITY BUSINESS DEVELOPMENT PARTNERS</b>									
	NELSON SOLER	\$28,000	6148	08/12	5	MANAGEMENT OF EMPLOYEES, ADMINISTRATIVE SERVICES AND POLICY FOR THE CBDP DEPARTMENT.	--	C	Y	Y
<b>1101</b>	<b>DAS - RISK MANAGEMENT</b>									
	AEGIS CORPORATION	\$22,975	6148	11/11	12	FEDERAL MEDICARE COMPLIANCE REPORTING.	--	C	N	Y
		+ \$2,975								
	MIDWESTERN ADJUSTMENT CO	\$5,000	6148	01/12	12	HANDLE AIRPORT LIABILITY CLAIMS.	--	C	Y	Y
<b>1110</b>	<b>CIVIL SERVICE COMMISSION</b>									
	MARY J MOUNTIN	\$830	6106	01/11	12	PROVIDE LEGAL SERVICE FOR THE CIVIL SERVICE COMMISSION.	--	C	N	Y
<b>1140</b>	<b>HUMAN RESOURCES</b>									
	GONZALEZ SAGGIO & HARLAN	\$15,000	6148	06/12	7	SERVE AS LEGAL COUNSEL FOR THE COUNTY IN THE MATTER OF DEPUTY SHERIFF'S ASSOCIATION VS. MILWAUKEE COUNTY CIVIL SERVICE COMMISSION.	--	C	N	Y
	PROPHIT MARKETING INC	\$12,000	6148	09/12	4	MANAGEMENT CONSULTANT AND FACILITATOR FOR THE HUMAN RESOURCES DEPARTMENT IN STRATEGIC FOCUS ON EMBRACING THE SERVANT LEADERSHIP MODEL OF CUSTOMER SERVICE AND ENHANCING INTERPERSONAL COMMUNICATIONS.	--	C	N	Y
<b>1190</b>	<b>DAS - ECONOMIC DEVELOPMENT</b>									
	WRTP / BIG STEP	\$1,000,000	6149	08/12	18	OPERATION OF THE "READY TO WORK" INITIATIVE WHICH PROVIDES EDUCATION TRAINING AND ON-THE-JOB WORK EXPERIENCE FOR ELIGIBLE PARTICIPANTS.	12-632	--	N	Y

## Professional Service Contracts for 07-01-2012 thru 09-30-2012

ORG	DEPT & VENDOR	ORIGINAL CONTRACT TOTAL + INCREASE	ACCOUNT CHARGED	DATE INITIATED	MONTHS	PURPOSE	APPROVED BY COUNTY BD (FILE #)	EXCLUDED FROM COUNTY BD APPROVAL?	IS VENDOR DBE CERTIFIED?	CBDP NOTIFIED 84 AWARD OF CONTRACT?
	PICTOMETRY INTERNATIONAL CORPORATION	\$134,495	6148	01/12	24	THE 2ND FLIGHT PHASE (2012 & 2013) OF A 6-YEAR LICENSE AGREEMENT PROVIDING FOR THE ACQUISITION OF COUNTYWIDE HIGH-RESOLUTION DIGITAL ORTHOPHOTOGRAPHIC AND OBLIQUE IMAGERY.	12-202	-	N	-
	REINHART BOERNER VAN DEUREN SC	+ \$69,500 \$20,000	6148	-	DURATION	PARK EAST CORRIDOR LEGAL SERVICES.	12-474	-	N	Y
	SOUTHEASTERN WI REGIONAL PLANNING COMM	\$78,719	6148	12/12	12	MILWAUKEE COUNTY SURVEYOR SERVICES.	12-479	-	N	-
<b>1200</b>	<b>DTPW</b>									
	CONTINUUM ARCHITECTS & PLANNERS SC	+ \$39,493 \$650	6146	07/10	NO CHANGE	PLAN REVIEW COSTS INCURRED IN 2010.	-	A	Y	Y
<b>1300</b>	<b>DTPW - AIRPORT</b>									
	MEAD & HUNT	+ \$11,328,407 \$478,017	6146	09/12	12	GMIA - RUNWAY SAFETY AREA IMPROVEMENTS ALTERNATIVES STUDY. FEE INCREASE # 19.	-	A	N	-
	ENGBERG ANDERSON INC	+ \$4,016,902 \$17,872	6146	08/12	12	GMIA BAGGAGE CLAIM BUILDING REMODELING. FEE INCREASE # 12.	-	A	N	-
	GRAEF - USA INC	+ \$3,130,963 \$65,939	6146	08/12	12	GMIA BAGGAGE SCREENING IMPROVEMENTS PHASE 2. FEE INCREASE #6.	-	A	N	-
	GRAEF - USA INC	+ \$3,065,024 (\$174,665)	6146	08/12	12	GMIA BAGGAGE SCREENING IMPROVEMENTS PHASE 2. FEE DECREASE # 5.	-	A	N	-
	COLLINS ENGINEERS INC	+ \$2,573,457 \$63,225	6146	09/12	12	GMIA RUNWAY SAFETY AREA IMPROVEMENTS CONSTRUCTION MANAGEMENT SERVICES. FEE INCREASE # 4.	-	A	N	-
	MEAD & HUNT INC	+ \$465,959 \$48,278	6146	08/12	12	GMIA PERIMETER ROAD BRIDGE OVER HOWELL AVE. FEE INCREASE # 3.	-	A	N	-
	COFFMAN ASSOCIATES	+ \$206,837 \$14,906	6146	01/12	12	LJT ENVIRONMENTAL ASSESSMENT RUNWAY EXTENSION 15L - 33R. FEE INCREASE # 1.	-	A	N	-
	QUORUM ARCHITECTS INC	+ \$128,229 \$44,805	6146	09/12	12	TRAINING CENTER AT GMIA. FEE INCREASE # 3.	-	A	N	-
	GRAEF-USA INC	+ \$27,558 \$8,058	6146	09/12	12	GMIA STORM WATER MANAGEMENT PLAN. FEE INCREASE # 1.	-	A	N	-

+ Increase to existing contract

## Professional Service Contracts for 07-01-2012 thru 09-30-2012

ORG	DEPT & VENDOR	ORIGINAL CONTRACT TOTAL + INCREASE	ACCOUNT CHARGED	DATE INITIATED	MONTHS	PURPOSE	APPROVED BY COUNTY BD (FILE #)	EXCLUDED FROM COUNTY BD APPROVAL?	IS VENDOR DBE CERTIFIED?	CBOP NOTIFIED B4 AWARD OF CONTRACT?
<b>1400</b>	<b><u>DTPW - PARKS</u></b>									
	KABALA WASHATKO ARCHITECTS INC	+ \$340,204 \$193,204	6146	12/12	12	NEW GREENHOUSE AT MITCHELL HORTICULTURE CONSERVATORY. FEE INCREASE # 1.	—	A	N	—
	BAIRD & ASSOCIATES	\$73,000	6146	01/12	12	SOUTH SHORE BEACH RELOCATION STUDY.	—	A	N	—
	K SINGH AND ASSOCIATES	\$39,846	6146	12/12	12	PLEASANT VALLEY AND BIG BAY FEMA RESTORATION.	—	A	Y	—
	PATRICK ENGINEERING	\$25,677	6146	12/12	12	HONEY CREEK PARKWAY FEMA RESTORATION.	—	A	N	—
<b>1750</b>	<b><u>DTPW - COURTHOUSE COMPLEX</u></b>									
	MEAD & HUNT INC	+ \$298,119 \$123,027	6146	08/12	12	COURTHOUSE BUILDING AUTOMATION. FEE INCREASE # 4.	—	A	N	—
<b>1850</b>	<b><u>DTPW - OTHER AGENCIES</u></b>									
	MICHAEL BEST & FRIEDRICH LLP	+ \$100,000 \$50,000	6106	12/11	DURATION	REPRESENT MILWAUKEE COUNTY IN LAND ACQUISITIONS, SALES, CONVEYANCES, ETC. REGARDING IMPACT FROM THE ZOO INTERCHANGE CONSTRUCTION PROJECT.	12-452	—	N	Y
	TELECO SYSTEMS INC	\$49,500	6146	08/12	12	FIBER NETWORK STUDY AND DESIGN FOR BHD.	—	A	N	—
	PA ROEPER & ASSOCIATES INC	\$41,250	6146	07/12	12	TELECOMMUNICATIONS AND DATA INFRASTRUCTURE DESIGN AT BHD.	—	A	Y	Y
	TDSI	\$14,500	6147	07/12	6	RFP DEVELOPMENT - PBX PROJECT - PROPOSAL EVALUATION.	—	A	Y	Y
<b>1905</b>	<b><u>ETHICS BOARD</u></b>									
	CORAL D PLEAS	+ \$6,800 \$3,600	6106	02/12	10	OUTSIDE COUNSEL FOR THE ETHICS BOARD.	—	C	Y	Y
<b>1950</b>	<b><u>COUNTY WIDE NON-DEPT - FRINGE BENEFITS</u></b>									
	WILLIS OF WISCONSIN INC	\$495,000	6148	03/12	36	BENEFITS CONSULTING AND ACTUARIAL SERVICES.	12-231	—	N	Y

## Professional Service Contracts for 07-01-2012 thru 09-30-2012

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<b>1989</b>	<b><u>OFFICE OF THE TREASURER</u></b>									
	ALBERTS INVESTMENT MANAGEMENT INC	+ \$353,209 \$110,000	6025	08/09	48	INVESTMENT ADVISORY SERVICES.	09-237	—	N	Y
	DANA INVESTMENT ADVISORS INC	+ \$298,400 \$85,000	6025	08/09	48	INVESTMENT ADVISORY SERVICES.	09-237	—	N	Y
	M & I MARSHALL & ILSLEY TRUST CO	+ \$169,700 \$50,000	6025	08/09	48	INVESTMENT ADVISORY SERVICES.	09-237	—	N	Y
<b>4000</b>	<b><u>OFFICE OF THE SHERIFF</u></b>									
	EMBARQ PAYPHONE SERVICES INC	\$2,716,890	6148	02/12	24	INMATE TELEPHONE SERVICES.	12-78	—	N	Y
	ROESCHEN'S HEALTHCARE CORP	+ \$925,000 \$400,000	7770	01/12	12	INMATE PHARMACY SERVICES RELATED TO INMATE MEDICAL CARE.	08-444	—	Y	Y
	WPS INSURANCE CORP	\$766,000	6109	01/12	24	INMATE MEDICAL SERVICES.	12-193	—	Y	Y
	MOBILEX	+ \$144,904 \$83,000	6109	04/12	12	INMATE X-RAY SERVICES RELATED TO THEIR MEDICAL CARE.	07-451	—	N	Y
<b>4500</b>	<b><u>DISTRICT ATTORNEY</u></b>									
	RUSSELL ALEXANDER MD	\$2,000	6109	04/12	2	PAYMENT FOR SERVICE AS A STATE'S WITNESS IN CASE NO. 06CF005981 CONCERNING AUTOPSY FINDINGS.	—	C	N	N
<b>4900</b>	<b><u>MEDICAL EXAMINER</u></b>									
	MEDICAL COLLEGE OF WI-DEPT OF PATHOLOGY	\$87,008	6148	07/12	12	PROVIDE AUTOPSY SUPPORT THROUGH A FORENSIC TRAINING PROGRAM SPONSORED BY THE MEDICAL COLLEGE OF WISCONSIN.	ADPTD. BUDGET	—	N	Y
	LAKE COUNTRY PATHOLOGISTS	\$37,500	6148	07/12	6	PART-TIME FORENSIC LAB OVERSIGHT AS PER NATIONAL ASSOCIATION OF MEDICAL EXAMINER'S ACCREDITING GUIDELINES.	—	C	N	Y
<b>5040</b>	<b><u>DTPW - AIRPORT DIVISION</u></b>									
	UNISON CONSULTING INC	+ \$1,513,756 \$59,880	6148	09/12	12	PERFORM MILWAUKEE 2012 PARKING DEMAND STUDY.	07-434	—	Y	Y
	MOODY'S INVESTORS SERVICE	\$9,300	8026	07/12	12	PROFESSIONAL SERVICES FOR THE ANNUAL MONITORING FEE FOR AIRPORT DEBT ISSUANCE.	—	C	N	Y

+ Increase to existing contract

**Professional Service Contracts for 07-01-2012 thru 09-30-2012**

ORG	DEPT & VENDOR	ORIGINAL CONTRACT TOTAL + INCREASE	ACCOUNT CHARGED	DATE INITIATED	MONTHS	PURPOSE	APPROVED BY COUNTY BD (FILE #)	EXCLUDED FROM COUNTY BD APPROVAL?	IS VENDOR DBE CERTIFIED?	CBDP NOTIFIED B4 AWARD OF CONTRACT?
	US BANK	\$5,500	8026	12/11	13	US BANK ADMINISTRATION FEES FOR THE 2003 A, 2005 A&B, 2006 A&B, 2007 A AND 2009 A AIRPORT REVENUE BONDS.	--	C	N	Y
	US BANK	\$2,250	8026	05/12	5	US BANK ADMINISTRATION FEES FOR THE 2004 A AND 2010 A&B AIRPORT REVENUE BONDS.	--	C	N	Y
<b>5100</b>	<b><u>DTPW - HIGHWAY MAINTENANCE</u></b>									
	COLLINS ENGINEERS	\$90,900 + \$83,660	6148	01/12	12	PROVIDE BRIDGE INSPECTION SERVICES FOR THE TRANSPORTATION SERVICES DIVISION IN 2012.	12-353	--	N	Y
	K SINGH & ASSOCIATES INC	\$29,529	6148	06/12	7	PROVIDE ENGINEERING ASSISTANCE IN REVIEWING AND PRIORITIZING THE LOCAL BRIDGE PROGRAMS FOR MILWAUKEE COUNTY OWNED AND MUNICIPALITY OWNED BRIDGES.	--	C	Y	Y
<b>5300</b>	<b><u>DTPW - FLEET MANAGEMENT</u></b>									
	BARRIENTOS DESIGN & CONSULTING INC	\$49,800 + \$10,544	6692	12/12	12	CENTRAL FLEET MAINTENANCE FACILITY STUDY. APPRAISING COUNTY LAND UNDER CONSIDERATION FOR THE ZOO INTERCHANGE PROJECT. FEE INCREASE # 1.	--	C	N	--
	MICHAEL BEST & FRIEDRICH LLP	\$50,000	6148	12/11	8	REPRESENT MILWAUKEE COUNTY IN LAND ACQUISITIONS, SALES, CONVEYANCES, ETC. REGARDING IMPACT FROM THE ZOO INTERCHANGE CONSTRUCTION PROJECT.	12-186	--	Y	Y
	BARRIENTOS DESIGN & CONSULTING INC	\$48,372	6692	08/12	12	CENTRAL FLEET MAINTENANCE FACILITY SCHEMATIC DESIGN TO CURE WIS DOT. DEVELOP A DESIGN SOLUTION TO MAINTAIN OPERATIONS DURING ZOO INTERCHANGE PROJECT.	--	C	N	--
	BARRIENTOS DESIGN & CONSULTING INC	\$39,256	6692	01/12	12	CENTRAL FLEET MAINTENANCE FACILITY STUDY. APPRAISING COUNTY LAND UNDER CONSIDERATION FOR THE ZOO INTERCHANGE PROJECT.	--	C	N	--
<b>5700</b>	<b><u>DAS - FACILITIES MANAGEMENT</u></b>									
	CBRE INC	\$450,000	6149	08/12	12	COMPREHENSIVE FACILITIES PLAN.	ADPTD. BUDGET	--	N	--
	KEEP GREATER MILWAUKEE BEAUTIFUL	\$21,820 + \$2,957	8528	12/12	12	COUNTY WIDE RECYCLING PLAN ASSISTANCE. FEE INCREASE # 2.	--	C	N	--
	FORTIN CONSULTING INC	\$1,300	6148	01/12	12	APRIL / SUMMER TURF MAINTENANCE TRAINING.	--	C	N	--

+ Increase to existing contract



## Professional Service Contracts for 07-01-2012 thru 09-30-2012

ORG	DEPT & VENDOR	ORIGINAL CONTRACT TOTAL + INCREASE	ACCOUNT CHARGED	DATE INITIATED	MONTHS	PURPOSE	APPROVED BY COUNTY BD (FILE #)	EXCLUDED FROM COUNTY BD APPROVAL?	IS VENDOR DBE CERTIFIED?	CBDP NOTIFIED B4 AWARD OF CONTRACT?
<b>6300</b>	<b>DHHS - BEHAVIORAL HEALTH DIVISION</b>									
	NETSMART TECHNOLOGIES INC	\$1,952,890 + \$38,345	6147	10/11	12	PURCHASE, IMPLEMENT AND HOST AN ELECTRONIC MEDICAL RECORD SYSTEM.	11- 85(a)(a)/ 11-387	-	N	Y
	FROEDTERT MEMORIAL LUTHERAN HOSPITAL	\$76,327	6509	01/09	60	PROVISION OF SPACE AND OTHER SERVICES FOR PARAMEDIC PROGRAM.	08-473	-	N	Y
	SELLERS DORSEY	\$46,000 + \$25,000	6149	12/12	13	REVIEW BHD'S MEDICAID BILLING HISTORY AND DEVELOP STRATEGIES FOR MAXIMIZING REVENUES.	-	C	N	Y
	HOCHSTATTER MCCARTHY RIVAS & RUNDE SC	\$45,000 + \$15,000	6106	12/11	DURATION	PROVIDE LEGAL ASSISTANCE TO BHD REGARDING COMPLIANCE WITH IMMIGRATION LAWS CONCERNING TWO FOREIGN-BORN PSYCHIATRISTS.	-	C	N	Y
	MOBILEX USA	\$60,000	6109	05/12	7	PROVIDE RADIOLOGY AND ULTRASOUND SERVICES.	11-497	-	N	Y
	SELLERS DORSEY	\$15,000	6149	09/12	4	DEVELOP STRATEGIES FOR MAXIMIZING REVENUES IN THE BHD COMMUNITY SERVICES BRANCH.	-	C	N	Y
	AGGEUS HEALTHCARE	\$1,500	6425	06/12	6	PROVIDE PODIATRY SERVICES.	-	C	N	Y
<b>7900</b>	<b>DEPARTMENT ON AGING</b>									
	JENNIFER LEFEBER	\$68,150 + \$18,171	6149	10/12	3	PROVIDE MANAGEMENT SERVICES FOR STATE FUNDED "LIVING WELL" CHRONIC DISEASE SELF MANAGEMENT PROGRAMS (CDSMP) IN COUNTY.	12-562	-	Y	-
<b>7990</b>	<b>DEPARTMENT OF FAMILY CARE</b>									
	SUPERIOR SUPPORT RESOURCES	\$163,680	6147	09/12	20	PROVIDE HOSTING AND APPLICATION SUPPORT SERVICES FOR THE FAMILY CARE MAIN COMPUTER APPLICATION, MIDAS.	12-108	-	Y	Y
	MEDICAL COLLEGE OF WISCONSIN	\$51,242	6149	09/12	3	PROVIDE MEDICAL DIRECTOR SERVICES TO COUNTY FOR 8 HOURS PER WEEK BASED ON MUTUALLY AGREED UPON SCHEDULE.	11-514	-	N	Y
	BLUMENFELD & ASSOCIATES	\$15,540	6149	09/12	10	COORDINATE ADMINISTRATIVE SERVICES OF THE JOINT MCO GROUP.	-	C	Y	Y

**Professional Service Contracts for 07-01-2012 thru 09-30-2012**

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<b>9000</b>	<b><u>PARKS RECREATION AND CULTURE</u></b>									
	PERSONNEL SPECIALISTS LTD	\$355,400	6050	01/00	12	PROVIDE MILWAUKEE COUNTY WITH AID IN THE TRANSITION FROM PGA RUNNING BROWN DEER, CURRIE, WHITNALL, DRETZKA AND OAKWOOD GOLF COURSES AND TO PROVIDE EXPERTISE IN THE RUNNING OF THE PRO GOLF SALES SHOPS.	--	--	N	Y
	UNIVERSITY OF WISCONSIN-EXTENSION	\$235,680	6050	01/12	12	SUPPORT FOR NATURE IN THE PARKS PROGRAM - LTE/INTERN CHARGES.	ADPTD. BUDGET	--	N	Y
	MILWAUKEE COMMUNITY SERVICE CORPS	\$10,000	6050	05/12	3	PROVIDE LABOR AND SUPERVISION FOR CLEANUP OF CLADOPHORA ALGAE AT BRADFORD AND MC KINLEY BEACHES MONDAY THROUGH FRIDAY BETWEEN MEMORIAL DAY AND LABOR DAY.	--	C	Y	Y
<b>9500</b>	<b><u>ZOOLOGICAL DEPARTMENT</u></b>									
	ZOOLOGICAL SOCIETY OF MILWAUKEE COUNTY	\$1,335,427 + \$200,000	6995	01/12	12	PARKING PLUS MEMBERSHIPS.	97-287	--	N	Y
	SCOOTERBUG INC	\$210,394 + \$30,000	6999	07/11	24	REVENUE SHARE FOR RENTAL OF SCOOTERBUG STROLLERS AND OTHER MOBILITY EQUIPMENT AT THE ZOO.	08-194	--	N	Y
<b>9910</b>	<b><u>UNIVERSITY EXTENSION SERVICE</u></b>									
	UNIVERSITY OF WISCONSIN EXTENSION	\$168,195	6148	01/12	12	PROFESSIONAL STAFF OF THE UNIVERSITY OF WISCONSIN EXTENSION FOR THE PROVISION OF THE COOPERATIVE EXTENSION PROGRAMS IN THE COUNTY.	12-370	--	N	--

**SUMMARY OF PROFESSIONAL SERVICE CONTRACTS  
REPORTED TO OFFICE OF COMPTROLLER**

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- A - Capital Projects
- B - Capital/Major Maintenance Under \$50,000
- C - Operating Contracts Under \$50,000
- D - Annual T&M Contracts (Approval obtained on Project-by-Project Basis)
- + - Represents Increase to Existing Contract

**Professional Service Contracts for 10-01-2012 thru 12-31-2012**

ORG	DEPT & VENDOR	ORIGINAL CONTRACT TOTAL + INCREASE	ACCOUNT CHARGED	DATE INITIATED	MONTHS	PURPOSE	APPROVED BY COUNTY SD (FILE #)	EXCLUDED FROM COUNTY SD APPROVAL?	IS VENDOR DBE CERTIFIED?	CBDP NOTIFIED B4 AWARD OF CONTRACT?
<b>1040 COMMUNITY BUSINESS DEVELOPMENT PARTNERS</b>										
	NELSON SOLER	\$35,000	6148	08/12	5	PROVIDE SERVICES AS CDBP INTERIM DIRECTOR.	-	C	N	Y
		+ \$7,000								
<b>1101 DAS - RISK MANAGEMENT</b>										
	SECURANCE LLC	\$49,999	6148	08/13	DURATION	RISK ASSESSMENT OF HIPAA COMPLIANCE.	-	C	N	Y
	REGNIER CONSULTING GROUP INC	\$24,700 + \$12,350	6148	01/12	12	CROSS CHARGE CALCULATIONS - ESTIMATES OF UNPAID CLAIMS FOR WORKERS COMPENSATION AND MEDICAL MALPRACTICE EXPOSURES.	-	C	N	Y
	AJ GALLAGHER RISK MANAGEMENT SERVICES	\$19,220	6148	06/12	0.5	IDENTIFY AREAS OF IMPROVEMENT IN HANDLING WORKERS COMPENSATION CLAIMS.	-	C	N	Y
<b>1110 CIVIL SERVICE COMMISSION</b>										
	MARY J MOUNTIN	\$1,310	6106	01/12	12	PROVIDE LEGAL SERVICE FOR THE CIVIL SERVICE COMMISSION.	-	C	N	Y
<b>1120 PERSONNEL REVIEW BOARD</b>										
	GONZALEZ SAGGIO & HARLAN LLP	\$23,166 + \$12,501	6106	02/12	10	OUTSIDE COUNSEL FOR THE PERSONNEL REVIEW BOARD FOR SEPTEMBER - DECEMBER 2012 MEETINGS.	-	C	Y	Y
<b>1130 CORPORATION COUNSEL</b>										
	GONZALEZ SAGGIO & HARLAN LLP	\$30,000	8405	06/12	DURATION	LEGAL COUNSEL FOR CASE NO. 96-CV-1835 CHRISTENSEN V. SULLIVAN.	-	C	N	Y

## Professional Service Contracts for 10-01-2012 thru 12-31-2012

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<b>1140</b>	<b>DEPARTMENT OF HUMAN RESOURCES</b>									
	PROPHIT MARKETING INC	\$24,000 + \$12,000	6148	09/12	16	PROVIDE SERVICES AS A MANAGEMENT CONSULTANT AND FACILITATOR FOR THE HUMAN RESOURCES DEPT. IN THEIR FOCUS ON ENHANCING CUSTOMER SERVICE AND INTERPERSONAL COMMUNICATIONS.	—	C	N	Y
	GONZALEZ SAGGIO & HARLAN	\$5,000	6148	12/12	12	PROVIDE SERVICE AS LEGAL COUNSEL FOR THE COUNTY IN THE MATTER OF RACHEL CAMPBELL VS. CIVIL SERVICE COMMISSION.	—	C	N	Y
	MARY J MOUNTIN	\$1,980	6148	01/12	12	PROVIDE LEGAL SERVICE FOR THE CIVIL SERVICE COMMISSION.	—	C	N	Y
	MRA THE MANAGEMENT ASSOCIATION	\$1,500	6805	08/12	1	STRATEGIC HR PARTNER MEETING IN AUGUST OF 2012.	—	C	N	Y
<b>1156</b>	<b>DAS - FISCAL AFFAIRS DIVISION</b>									
	HLFB INC	\$465,282	8587	01/10	120	LEASE PAYMENT (12/1/12) FOR PERFORMANCE CONTRACTING LEASE WITH HUNTINGTON BANK FOR HONEYWELL, AMERESCO & JOHNSON CONTROLS ENERGY SAVINGS CONTRACTORS.	10-133	—	N	Y
	CHASE EQUIPMENT LEASING INC	\$289,026	8587	01/08	216	LEASE PAYMENT (12/1/12) FOR PERFORMANCE CONTRACTING LEASE WITH CHASE EQUIPMENT LEASING FOR HONEYWELL, AMERESCO & JOHNSON CONTROLS ENERGY SAVING CONTRACTORS.	07-440	—	N	Y
<b>1190</b>	<b>DAS - ECONOMIC DEVELOPMENT</b>									
	REINHART BOERNER VAN DEUREN SC	\$40,000	6148	10/12	DURATION	PROVIDE LEGAL SERVICES RELATIVE TO THE DOWNTOWN TRANSIT CENTER PROJECT.	—	C	N	Y
<b>1200</b>	<b>DTPW</b>									
	FOTH INFRASTRUCTURE & ENVIRONMENT LLC	\$525,253 + \$9,919	6146	11/12	8	PRELIMINARY INVESTIGATION OF MARSH AREA NEAR DONGESS ROAD TO QUANTIFY THE MAGNITUDE OF THE QUANTITY OF HAZARDOUS MATERIAL TO BE REMOVED.	—	A	Y	Y
	BLOOM COMPANIES LLC	\$35,275	6146	09/12	6	PREPARATION OF VARIOUS REPORTS FOR WEST MILL ROAD (CTH S) FROM NO. 43RD (CTH G) TO NO. SYDNEY PLACE IN THE CITIES OF MILWAUKEE AND GLENDALE.	—	A	Y	—
<b>1300</b>	<b>DTPW - AIRPORT DIVISION</b>									
	CSDA ARCHITECTS INC	\$13,984,428 + \$4,950,000	8509	11/12	12	PROFESSIONAL SERVICE RELATED TO THE IMPLEMENTATION OF THE RESIDENTIAL SOUND INSULATION PROGRAM.	08- 44(a)(b)	—	N	Y

+ Increase to existing contract

**Professional Service Contracts for 10-01-2012 thru 12-31-2012**

ORG	DEPT & VENDOR	ORIGINAL CONTRACT TOTAL + INCREASE	ACCOUNT CHARGED	DATE INITIATED	MONTHS	PURPOSE	APPROVED BY COUNTY BD (FILE #)	EXCLUDED FROM COUNTY BD APPROVAL?	IS VENDOR DBE CERTIFIED?	CBDP NOTIFIED B4 AWARD OF CONTRACT?
	GRAEF - USA INC	\$3,208,254 + \$77,291	6146	11/12	12	GMIA BAGGAGE SCREENING IMPROVEMENTS PHASE 2. FEE INCREASE # 7.	--	A	N	--
	MEAD & HUNT INC	\$677,577 + \$211,618	6146	12/12	12	GMIA PERIMETER ROAD BRIDGE OVER HOWELL AVENUE. FEE INCREASE # 4.	--	A	N	--
	HARRIS MILLER MILLER & HANSON INC	\$349,366	6146	12/12	12	PERFORMANCE OF THE NOISE BARRIER STUDY AT GMIA.	10-351	--	Y	Y
	GRAEF- USA INC	\$322,618 + \$3,600	6146	10/12	12	TERMINAL ROADWAY SIGNAGE AT GMIA. FEE INCREASE # 2.	--	A	N	--
	GRAEF - USA INC	\$57,558	6146	10/12	12	GMIA FUEL FARM UPGRADE.	--	A	N	--
<b>1375</b>	<b><u>DTPW - ARCHITECT ENG &amp; ENVIRON SERV</u></b>									
	KAPUR & ASSOCIATES INC	\$31,101 + \$3,121	6146	09/12	12	DRETZKA PARK SITE INVESTIGATION. FEE INCREASE # 2.	--	A	--	--
<b>1400</b>	<b><u>DTPW - PARKS DEPARTMENT</u></b>									
	KAPUR & ASSOCIATES INC	\$20,070	6146	10/12	12	MITCHELL PARK DOMES SITE INVESTIGATION.	--	A	--	--
<b>1700</b>	<b><u>DTPW - CENTRAL SERVICES</u></b>									
	GRAEF - USA INC	\$36,500	6146	12/12	12	COUNTY GROUNDS VFD BOOSTER PUMPS.	--	A	N	--
<b>1850</b>	<b><u>DTPW - OTHER AGENCIES</u></b>									
	MICHAEL BEST & FRIEDRICH LLP	\$275,000 + \$75,000	6106	02/12	10.5	PROVIDE REPRESENTATION FOR LAND ACQUISITIONS, SALES, CONVEYANCES, ETC. REGARDING IMPACT FROM THE ZOO INTERCHANGE RECONSTRUCTION PROJECT.	12-865	--	N	Y
	MICHAEL BEST & FRIEDRICH LLP	\$322,595	6106	12/12	DURATION	PROVIDE REPRESENTATION FOR LAND ACQUISITIONS, SALES, CONVEYANCES, ETC. REGARDING IMPACT FROM THE ZOO INTERCHANGE RECONSTRUCTION PROJECT.	12-865	--	N	Y
	MICHAEL BEST & FRIEDRICH LLP	\$200,000 + \$100,000	6106	02/12	8	ROVIDE REPRESENTATION FOR LAND ACQUISITIONS, SALES, CONVEYANCES, ETC. REGARDING IMPACT FROM THE ZOO INTERCHANGE RECONSTRUCTION PROJECT.	12-865	--	N	Y
	WAUKESHA CNTY DEPT OF EMERGENCY PREP	\$150,000	8552	06/12	3	MOU FOR COMMUNICATIONS CONSULTING FIRM FOR REGIONAL 800MHZ TRUNKED RADIO VENTURE.	12-382	--	N	Y

+ Increase to existing contract

**Professional Service Contracts for 10-01-2012 thru 12-31-2012**

ORG	DEPT & VENDOR	ORIGINAL CONTRACT TOTAL + INCREASE	ACCOUNT CHARGED	DATE INITIATED	MONTHS	PURPOSE	APPROVED BY COUNTY BD (FILE #)	EXCLUDED FROM COUNTY BD APPROVAL?	IS VENDOR DBE CERTIFIED?	CBDP NOTIFIED BY AWARD OF CONTRACT?
	TELECO SYSTEMS INC	\$80,000	6146	10/12	12	TELECOMMUNICATIONS RECABLING CJF.	—	A	N	—
	GRUMMAN/BUTKUS ASSOCIATES	\$75,700	6146	11/12	12	INDEPENDENT HEATING SYSTEMS FOR CHILDREN'S COURT BUILDING AND FLEET GARAGE / SHERIFF'S BUILDING.	—	A	N	—
	TELECO SYSTEMS INC	\$58,000	6146	10/12	12	TELECOMMUNICATIONS RECABLING COURTHOUSE 3RD FLOOR AND BELOW.	—	A	N	—
<b>1961</b>	<b><u>CORPORATION COUNSEL - LITIGATION RESERVE</u></b>									
	BUELOW VETTER BUIKEMA OLSON & VLIET +	\$375,000 \$100,000	6149	02/10	DURATION	PROVIDE SERVICE AS SPECIAL COUNSEL REGARDING MEDIATION AND INTEREST ARBITRATION BETWEEN COUNTY AND UNIONS.	12-650	—	N	Y
	WHYTE HIRSCHBOECK DUDEK SC +	\$100,000 \$50,000	6149	02/12	DURATION	REPRESENT COUNTY IN MATTERS RELATING TO THE PROSECUTION OF ANY CLAIMS FOR LOSS OR DAMAGES RELATING TO THE FAILURE OF THE O'DONNELL PARK PARKING STRUCTURE.	12-924	—	N	Y
	MICHAEL BEST & FRIEDRICH LLP	\$85,621	6149	01/12	12	LEGAL REPRESENTATION FOR COUNTY VS. CLARKE, CASE NO. 12CV350.	12-651	—	N	Y
	MC CORMACK LAW SC	\$10,000	6149	08/12	DURATION	LEGAL OPINION REGARDING ENVIRONMENTAL TESTING ON COUNTY PROPERTY.	—	C	N	Y
<b>1987</b>	<b><u>COMPTROLLER (DEBT ISSUANCE EXPENSE)</u></b>									
	STANDARD AND POOR'S	\$15,000	8026	—	—	ANALYTICAL SERVICES RENDERED IN CONNECTION WITH THE \$24,095,000 REFUNDING BONDS, SERIES 2012A.	12-862	—	N	N
<b>2000</b>	<b><u>COURT SERVICES</u></b>									
	METRO MILWAUKEE MEDIATION SERVICES INC +	\$636,068 \$458,550	6148	10/12	15	AMENDMENT TO THE FORECLOSURE MEDIATION CONTRACT WHICH PROVIDES RESOURCES, INFORMATION AND PERIODIC TRAINING IN FORECLOSURE MEDIATION.	12-878	—	N	Y
	MIDWEST MEDICAL RECORDS	\$19,500	6999	01/12	12	ON-SITE COPYING OF COURT RECORDS.	—	C	N	Y
<b>2430</b>	<b><u>DEPARTMENT OF CHILD SUPPORT</u></b>									
	UNITED MIGRANT OPPORTUNITY SERVICES INC +	\$615,000 \$55,000	6148	01/12	12	PROVIDE ASSISTANCE TO NON-CUSTODIAL PARENT TO OBTAIN EMPLOYMENT.	11-470	—	N	Y

**Professional Service Contracts for 10-01-2012 thru 12-31-2012**

ORG	DEPT & VENDOR	ORIGINAL CONTRACT TOTAL + INCREASE	ACCOUNT CHARGED	DATE INITIATED	MONTHS	PURPOSE	APPROVED BY COUNTY BD (FILE #)	EXCLUDED FROM COUNTY BD APPROVAL?	IS VENDOR DBE CERTIFIED?	CBDP NOTIFIED B4 AWARD OF CONTRACT?
	MY FATHER'S HOUSE	\$393,000 + \$43,000	6149	09/11	36	GRANT (PATHWAYS TO RESPONSIBLE FATHERHOOD) TO PROVIDE JOB TRAINING, EDUCATIONAL AND EMPLOYMENT SERVICES TO LOW INCOME PARENTS.	11-472	--	N	Y
	DNA DIAGNOSTIC CENTER	\$320,000 + \$60,000	6109	01/12	12	GENETIC TESTING TO ESTABLISH PATERNITY.	11-469	--	N	Y
	CENTER FOR SELF SUFFICIENCY	\$275,125 + \$43,025	6149	09/11	36	GRANT (PATHWAYS TO RESPONSIBLE FATHERHOOD) TO PROVIDE JOB TRAINING, EDUCATIONAL AND EMPLOYMENT SERVICES TO LOW INCOME PARENTS.	11-472	--	N	Y
	CENTER FOR SELF SUFFICIENCY	\$232,100 + \$52,100	6149	09/11	12	GRANT (PATHWAYS TO RESPONSIBLE FATHERHOOD) TO PROVIDE JOB TRAINING, EDUCATIONAL AND EMPLOYMENT SERVICES TO LOW INCOME PARENTS.	11-472	--	N	Y
	COMPEL MILWAUKEE	\$120,000 + \$20,000	6149	09/11	36	GRANT (PATHWAYS TO RESPONSIBLE FATHERHOOD) TO PROVIDE JOB TRAINING, EDUCATIONAL AND EMPLOYMENT SERVICES TO LOW INCOME PARENTS.	11-472	--	N	Y
	CENTRO LEGAL	\$48,590 + \$13,242	6149	09/11	36	GRANT (PATHWAYS TO RESPONSIBLE FATHERHOOD) TO PROVIDE JOB TRAINING, EDUCATIONAL AND EMPLOYMENT SERVICES TO LOW INCOME PARENTS.	11-472	--	N	Y
	NORTHCOTT NEIGHBORHOOD HOUSE INC	\$40,000	6149	09/11	36	GRANT (PATHWAYS TO RESPONSIBLE FATHERHOOD) TO PROVIDE JOB TRAINING, EDUCATIONAL AND EMPLOYMENT SERVICES TO LOW INCOME PARENTS.	11-472	--	N	Y
	WISCONSIN REGIONAL TRAINING PARTNERSHIP	\$20,000	6149	09/11	36	GRANT (PATHWAYS TO RESPONSIBLE FATHERHOOD) TO PROVIDE JOB TRAINING, EDUCATIONAL AND EMPLOYMENT SERVICES TO LOW INCOME PARENTS.	11-472	--	N	Y
	WISCONSIN COMMUNITY SERVICES	\$15,000	6149	09/11	36	GRANT (PATHWAYS TO RESPONSIBLE FATHERHOOD) TO PROVIDE JOB TRAINING, EDUCATIONAL AND EMPLOYMENT SERVICES TO LOW INCOME PARENTS.	11-472	--	N	Y
<b>2900 DEPARTMENT OF PRE-TRIAL SERVICES</b>										
	JUSTICE 2000 INC	\$1,101,615 + \$77,192	6148	01/12	12	PROVIDE PRE-TRIAL INVESTIGATIONS ON A 24/7 BASIS FOR ARRESTEES BOOKED INTO THE MILWAUKEE COUNTY CJF FOR MISDEMEANOR/CRIMINAL TRAFFIC/FELONY OFFENSES.	12-360	--	N	Y
	JUSTICE 2000 INC	\$912,916 + \$113,172	6148	01/12	12	EXTENSION OF THE 2011 AIM (ASSESS, INFORM AND MEASURE) CONTRACT TO CONTINUE THROUGH 2012.	12-361	--	N	Y
	WISCONSIN COMMUNITY SERVICES INC	\$512,051 + \$4,277	6148	01/12	12	CONTRACT AMENDMENT TO THE REPEAT INTOXICATED DRIVER PROGRAM.	12-786	--	N	Y

**Professional Service Contracts for 10-01-2012 thru 12-31-2012**

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	JUSTICE 2000 INC	\$468,754 + \$46,239	6148	01/12	12	CONTRACT AMENDMENT TO THE PRE-TRIAL SERVICES PROGRAM FOR ADDITIONAL GPS/ELECTRONIC MONITORING SERVICES.	12-785	--	N	Y
	JUSTICE 2000 INC	\$422,515 + \$51,315	6148	01/12	12	CONTRACT AMENDMENT TO THE PRE-TRIAL SERVICES PROGRAM CALLED TAD (TREATMENT ALTERNATIVES & DIVERSION).	12-362	--	N	Y
	WISCONSIN COMMUNITY SERVICES INC	\$183,274 + \$25,000	6148	01/12	12	AMENDMENT TO THE 2012 WCS PRE-TRIAL DRUG TESTING PROGRAM CONTRACT.	12-948	--	N	Y
	JUSTICE 2000 INC	\$155,872 + \$18,200	6148	01/12	12	AMENDMENT TO THE GRANT FROM BUREAU OF JUSTICE ASSISTANCE THAT PROVIDES FUNDING FOR A DRUG TREATMENT COURT COORDINATOR.	12-648	--	N	Y
<b>4000</b>	<b>OFFICE OF THE SHERIFF</b>									
	JOHNSON CONTROLS	\$1,798,350	8503	10/12	12	GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT.	04-267(a))(f)	--	N	--
	WPS INSURANCE CORP	\$874,000 + \$108,000	6109	01/12	24	INMATE MEDICAL SERVICES OUTSIDE MEDICAL SERVICES PROCESSED BY WPS AND ADMIN COST.	12-193	--	Y	Y
	TELEPSYCH INC	\$85,000	6113	03/12	12	INMATE PSYCHIATRIC SERVICES AT CCF - CENTRAL.	12-194	--	N	Y
	INMATE MONEY CONSULTING & SOFTWARE INC.	\$5,000	6148	08/12	5	INMATE PHONE SYSTEM PHONE TIME - CREDIT BILLING UPDATES.	--	C	N	N
<b>4500</b>	<b>DISTRICT ATTORNEY</b>									
	CHRISTOPHER P SNYDER PSY D	\$3,750	6109	04/12	12	PROVIDE EVALUATION (AS A STATE'S EXPERT WITNESS) IN CASE NO. 05C1000008.	--	C	N	Y
	FREDRIK BROEKHUIZEN MD	\$1,000	6109	01/12	9	MEDICAL DOCTOR RETAINED FOR TRIAL PREPARATION & COURTROOM TESTIMONY (AS AN EXPERT WITNESS) IN CASE NO. 11CM005751.	--	C	N	N
<b>4900</b>	<b>MEDICAL EXAMINER</b>									
	JIM CARUSO MD	\$577	6805	11/12	COMPLETE	KEYNOTE SPEAKER FOR 24TH ANNUAL JOHN R TEGGATZ FORENSIC SCIENCE SEMINAR.	--	C	N	N
<b>5040</b>	<b>DTPW - AIRPORT DIVISION</b>									
	CENTRAL PARKING SYSTEMS	\$18,300,000 + \$800,000	6141	09/09	36	PARKING MANAGEMENT SERVICES AT GMIA.	09-231	--	N	Y

+ Increase to existing contract



**Professional Service Contracts for 10-01-2012 thru 12-31-2012**

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	CENTRAL PARKING SYSTEMS	\$18,342,500 + \$42,500	6141	09/09	36	PARKING MANAGEMENT SERVICES AT GMIA.	09-231	—	N	Y
	HSS INC	\$2,699,630 + \$800,000	6023	12/09	36	PROVIDE UNIFORMED UNARMED SECURITY OFFICER SERVICES AT GMIA.	12-653	—	N	Y
	AECOM TECHNICAL SERVICES INC	\$1,400,000	7915	12/12	60	ENHANCE THE AIRPORT'S ENTERPRISE GEOGRAPHIC INFORMATION SYSTEM (E GIS).	12-770	—	Y	Y
	SMITH AMUNDSEN ATTORNEYS AT LAW	\$30,000 + \$15,000	6148	07/12	12	SERVE AS SPECIAL COUNSEL REGARDING LITIGATION FILED IN US DISTRICT COURT FOR EASTERN DISTRICT OF WISCONSIN ON CASE NO. 12CV655.	—	C	N	Y
	QUARIES & BRADY LLP	\$32,000	6149	11/12	12	SERVE AS SPECIAL COUNSEL REGARDING AMENDMENTS TO THE CREDIT ASSISTANCE AGREEMENT FROM THE REQUEST BY MIDWEST AIRLINES AND ITS SUCCESSORS IN INTEREST FOR FINANCIAL ASSISTANCE.	—	C	Y	Y
	ACL LABORATORIES	\$23,529 + \$5,000	6109	11/12	13	LABORATORY TESTING FOR GMIA EMPLOYEES.	—	C	Y	Y
	ANDERSON & KREIGER LLP	\$25,000	6148	09/12	12	PROFESSIONAL SERVICES FOR WORK RELATING TO FUEL CONSORTIUM MATTERS.	—	C	N	Y
	SMITH AMUNDSEN ATTORNEYS AT LAW	\$15,000	6148	07/12	12	SERVE AS SPECIAL COUNSEL REGARDING LITIGATION FILED IN US DISTRICT COURT FOR EASTERN DISTRICT OF WISCONSIN ON CASE NO. 3019017.	—	C	N	Y
	US BANK	\$2,250	8026	10/12	6	ADMINISTRATION FEES FOR THE 2004A AND 2010A&B AIRPORT REVENUE BONDS.	99- 535(a)(a)	—	N	Y
	INSTITUTE FOR HUMAN FACTORS	\$1,500	6148	10/12	1	CONDUCT 4 SESSION CLASS ON "OVERCOMING YOUR FEAR OF FLYING".	—	C	N	N
<b>5080</b>	<b><u>DTPW - ARCHITECT ENG &amp; ENVIRON</u></b>									
	AMERICAN DESIGN INC	\$30,000		01/12	12	PROVIDE CONSULTANT SERVICES TO REDUCE THE BACKLOG IN PUBLIC WORKS CONSTRUCTION PROJECTS.	—	A	N	—
<b>5300</b>	<b><u>DTPW - FLEET MAINTENANCE</u></b>									
	BARRIENTOS DESIGN & CONSULTING INC	\$22,804	6629	10/12	12	CENTRAL FLEET MAINTENANCE FACILITY STUDY COST TO CURE.	—	C	N	—

+ Increase to existing contract

## Professional Service Contracts for 10-01-2012 thru 12-31-2012

ORG	DEPT & VENDOR	ORIGINAL CONTRACT TOTAL + INCREASE	ACCOUNT CHARGED	DATE INITIATED	MONTHS	PURPOSE	APPROVED BY COUNTY BD (FILE #)	EXCLUDED FROM COUNTY BD APPROVAL?	IS VENDOR DBE CERTIFIED?	CBDP NOTIFIED B4 AWARD OF CONTRACT?
<b>5500</b>	<b><u>DAS - UTILITIES</u></b>									
	GRAEF USA	\$35,540 + \$12,840	8502	12/12	12	COUNTY GROUND VFD BOOSTER PUMPS. FEE INCREASE # 1.	--	C	N	--
	GRAEF USA	\$23,300	6149	10/12	12	ZOO IC WATERTOWN PLANK ROAD UTILITY COORDINATION.	--	C	N	--
<b>5600</b>	<b><u>TRANSIT / PARATRANSIT SYSTEM</u></b>									
	FOLEY & LARDNER LLP	\$10,000	6146	--	DURATION	PROVIDE LEGAL SERVICES TO UPDATE REQUEST FOR PROPOSAL AND REVIEW DOCUMENTS.	--	C	N	Y
<b>6300</b>	<b><u>DHHS - BEHAVIORAL HEALTH DIVISION</u></b>									
	ROESCHEN'S OMNICARE	\$5,657,714 + \$567,594	7770	01/11		PROVIDE PHARMACEUTICAL SERVICES.	12-721	--	N	Y
	THE JOXEL GROUP LLC	\$1,665,575 + \$548,250	6147	08/10	52	PROCEED WITH PHASE 3 OF THE EMR IMPLEMENTATION AT BHD.	11-503	--	Y	Y
	MEDICAL COLLEGE OF WISCONSIN	\$1,148,000 + \$48,000	6113	01/12	12	PROVIDE RESIDENT EDUCATION IN VARIOUS DEPARTMENTS AND CONTINUE PARTICIPATION IN RESIDENCY TRAINING ACTIVITIES AT BHD.	11-497	--	N	Y
	PLANNING COUNCIL	\$1,114,296	8164	11/12	14	FISCAL AGENT FOR THE MENTAL HEALTH REDESIGN AND COMMUNITY RESOURCE INVESTMENT.	12-709	--	N	Y
	ZIA PARTNERS INC	\$242,087	6148	09/12	12	TECHNICAL ASSISTANCE/CONSULTING RELATED TO THE IMPLEMENTATION OF KEY RECOMMENDATIONS OF THE TASK FORCE FOR MENTAL HEALTH REDESIGN.	12-561	--	N	Y
	ZIMMERMAN ARCHITECTURAL	\$2,000	6147	12/11	7	PROPOSAL FOR INTERIOR DESIGN SERVICES IN BEHAVIORAL HEALTH REMODELING OF EXISTING PATIENT UNIT INTO NEW WOMENS PATIENT UNIT.	--	C	N	N
<b>7990</b>	<b><u>DEPARTMENT OF FAMILY CARE</u></b>									
	MRA	\$10,000	6999	12/12	12	ASSIST WITH THE WRITING OF A STRATEGIC PLAN TO BE USED BY THE DEPT OF FAMILY CARE AS THEY CONSIDER MOVING INTO OTHER SERVICE AREAS AND MARKETS.	--	C	N	N
<b>8000</b>	<b><u>DEPT OF HEALTH AND HUMAN SERVICES</u></b>									
	QUICK FINANCIAL SOLUTIONS	\$127,262 + \$20,000	6148	01/12	12	PROVIDE ACCOUNTING & FISCAL & AUDIT REVIEW SERVICES TO THE CONTRACT ADMINISTRATION SECTION & DISABILITIES SERVICES DIVISION.	12-719	--	Y	Y

+ Increase to existing contract

## Professional Service Contracts for 10-01-2012 thru 12-31-2012

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	THE JOXEL GROUP LLC	\$48,000	6148	10/12	7	WORK WITH THE DSD MANAGEMENT & STAFF TO DOCUMENT THE THIRD PARTY PAYER PROCESS FLOW AND ENABLE THE STATE'S REPORTING NEEDS THROUGH MIDAS.	-	C	Y	Y
	COMMUNITY PLANNING & DEVELOP ADVISORS	\$45,000	6149	11/12	14	ASSIST IN MONITORING COMMUNITY DEVELOPMENT BLOCK GRANTS TO ENSURE THAT HUD REGULATIONS ARE BEING FOLLOWED.	-	C	N	Y
	NATIONAL RUNAWAY SWITCHBOARD (NRS)	\$12,750	6149	09/12	3	PROVIDE 6 ONE-DAY TRAINING SESSIONS FOR SUPERVISORS, MANAGEMENT & STAFF WORKING WITH YOUTH ON THE PREVENTION, INTERVENTION & SEXUAL EXPLOITATION OF YOUTH WHO HAVE RUN AWAY OR WHO ARE CONSIDERING RUNNING AWAY.	-	C	N	Y
	COMMUNITY DEVELOPMENT ADVOCATES LLC	\$9,000	8524	06/12	6	PROVIDE 3RD PARTY UNDERWRITING OF HOME RENTAL PROJECTS (\$600K TO \$840K), PERFORM REQUIRED SUBSIDY TESTS & CONFIRM VIABILITY OF PROJECTS IN ACCORDANCE WITH 24 CFR 92 & APPLICABLE HOME REGULATIONS.	-	C	N	N
	BENAVIDES ENTERPRISES INC	\$1,595	6805	10/12	-	PROVIDE ONE DAY TRAINING PROGRAM ON CROSS-CULTURAL COMMUNICATIONS AND TRUST BUILDING.	-	C	N	N
	HUMAN SERVICES LEADERSHIP INSTITUTE	\$1,125	6805	12/12	-	PROVIDE ONE-DAY TRAINING FOR VARIOUS DHHS DEPARTMENTS ON "CREATING THE OPTIMAL ENVIRONMENT TO LEAD".	-	C	N	Y
<b>9000</b>	<b>PARKS RECREATION AND CULTURE</b>									
	WISCONSIN SECTION OF THE PGA AMERICA INC	\$5,000	6050	03/12	12	PROVIDE COUNTY WITH AID IN THE TRANSITION FROM PGA OVERSEEING BROWN DEER, CURRIE, WHITNALL AND OAKWOOD GOLF COURSES.	-	C	N	Y
<b>9500</b>	<b>ZOOLOGICAL DEPARTMENT</b>									
	SKYFAIR/SKYZOO OF WISCONSIN	\$939,991 + \$261	6999	04/10	56	SKYGLIDER REVENUE SHARE.	05-75	-	N	Y
	SCOOTERBUG	\$212,394 + \$2,000	6999	03/08	72	STROLLER REVENUE SHARE.	08-194	-	N	Y
	MOLD-A-RAMA INC	\$145,000 + \$5,000	6999	03/11	37	PLASTIC VENDING MACHINE REVENUE SHARE.	BUDGET	-	N	Y
	COLE DISPUTE RESOLUTION	\$2,140	6106	04/12	3	MEDIATION SERVICES (ACCELERANDO VS. ZOO) - POS SYSTEM.	-	C	N	Y

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

DATE : April 1, 2013  
TO : Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors  
FROM : Scott B. Manske, Comptroller  
SUBJECT: Report of Professional Service Contracts – 1st Quarter of 2013 – (For  
Information Only)

**Policy Issue**

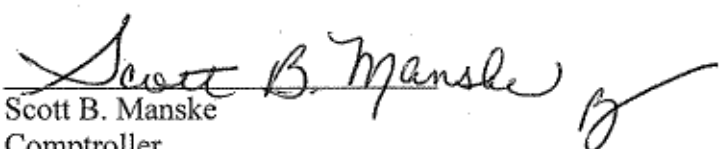
Pursuant to County Ordinance 56.30(8), attached is a summary of professional service contract notifications received by the Office of the Comptroller from January 1, 2013 through March 29, 2013.

The notification of a professional service contract has to be received in the Comptroller's office prior to any payment being made on a contract.

The data for the quarters listed above, does not include DBE participation for subcontractors. DBE participation data is reported separately by the Community Business Development Partners office and is no longer included in this report.

**Committee Action**

This is an informational report only. This report should be referred to and reviewed by the Finance and Audit Committee.

  
Scott B. Manske  
Comptroller

**Attachments**

cc: Chris Abele, County Executive  
Don Tyler, Director, Department of Administrative Services  
Craig Kammholz, Fiscal and Budget Administrator  
Jerome Heer, Director of Audit  
Nelson Soler, Community Business Development Partners  
Stephen Cady, Fiscal and Budget Analyst, County Board  
Carol Mueller, Head Committee Clerk, County Board

**SUMMARY OF PROFESSIONAL SERVICE CONTRACTS  
REPORTED TO OFFICE OF COMPTROLLER**

**\*NO APPROVAL REQUIRED FOR:**

- A - Capital Projects
- B - Capital/Major Maintenance Under \$50,000
- C - Operating Contracts Under \$50,000
- D - Annual T&M Contracts (Approval obtained on Project-by-Project Basis)
- + - Represents Increase to Existing Contract

**Professional Service Contracts for 01-01-2013 thru 03-31-2013**

ORG	DEPT & VENDOR	ORIGINAL CONTRACT TOTAL + INCREASE	ACCOUNT CHARGED	DATE INITIATED	MONTHS	PURPOSE	APPROVED BY COUNTY BD (FILE #)	EXCLUDED FROM COUNTY BD APPROVAL?	IS VENDOR DBE CERTIFIED?	CBDP NOTIFIED BY AWARD OF CONTRACT?
<b>1019</b>	<b><u>DAS - PERSONS WITH DISABILITIES</u></b>									
	VARIOUS INTERPRETERS	\$38,000	6050	01/13	12	PROVIDE SIGN LANGUAGE INTERPRETER SERVICES FOR MILWAUKEE COUNTY CITIZENS WHO ARE DEAF OR HEARING IMPAIRED.	--	C	N	N
<b>1041</b>	<b><u>COMMUNITY BUSINESS DEVELOPMENT PARTNERS</u></b>									
	NELSON SOLER	\$40,000	6148	01/13	6	MANAGEMENT OF EMPLOYEES AND ADMINISTRATIVE SERVICES AND POLICY FOR THE DEPARTMENT.	--	C	Y	Y
<b>1110</b>	<b><u>CIVIL SERVICE COMMISSION</u></b>									
	NICOLE ROBBINS	\$4,055	6106	01/13	12	PROVIDE LEGAL SERVICE FOR THE CIVIL SERVICE COMMISSION.	--	C	N	Y
<b>1140</b>	<b><u>HUMAN RESOURCES</u></b>									
	MARY J MOUNTIN	\$1,270	6148	08/12	12	PROVIDE LEGAL SERVICE FOR THE CIVIL SERVICE COMMISSION.	--	C	N	Y
	MARY J MOUNTIN	\$400	6148	01/13	12	PROVIDE LEGAL SERVICE FOR THE CIVIL SERVICE COMMISSION.	--	C	N	Y
<b>1160</b>	<b><u>DAS - IMSD</u></b>									
	STRATEGEM INC	\$4,053,784 + \$1,325,000	6147	01/10	48	PROVIDE MAINFRAME IT SUPPORT SERVICES INCLUDING DEVELOPMENT, APPLICATION SOFTWARE AND NON-CONTRACTED/WARRANTIED HARDWARE SUPPORT AND DATA CENTER SUPPORT SERVICES.	09-391	--	N	Y
	BROADCAST SERVICES	\$67,538	6509	01/13	12	ANNUAL RENTAL OF BUILDING SPACE ON TOP OF US BANK CENTER FOR ANTENNA SITE.	05-264	--	N	Y
	NOEMA LLC	\$20,000	6147	01/13	11.5	CONTRACTUAL AGREEMENT WITH A SECURITY EXPERT TO REVIEW COUNTY RISK ASSESSMENTS AND DEVELOP A PLAN FOR EXECUTION OF REMEDATION.	--	C	Y	Y
	AT & T MOBILITY	\$13,497	6509	02/11	60	ANNUAL RENTAL SPACE FOR ANTENNA SITE FOR PUBLIC RADIO SAFETY SYSTEM.	--	C	N	Y

## Professional Service Contracts for 01-01-2013 thru 03-31-2013

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<b>1199</b>	<b><u>DAS - ECON &amp; COMMNTY DEVELOP</u></b>									
	SOUTHEASTERN WI REG'NL PLANNING COMM	\$78,719	6148	01/13	12	PROVIDE SURVEYOR SERVICES FOR MILWAUKEE COUNTY.	13-95	--	N	--
	LATITUDE GEOGRAPHICS GROUP LTD	\$14,500	6147	01/13	12	PROVIDE PROFESSIONAL SERVICES NECESSARY IN MIGRATING THE MCLIO WEBSITE TO NEWER TECHNOLOGY USING SILVERLIGHT.	--	C	N	--
	SAYERS INC	\$2,000	6147	01/13	12	T&M CONSULTANT SERVICES AGREEMENT FOR BLUECOAT WEB SECURITY APPLIANCE CONFIGURATION CHANGES.	--	C	N	--
<b>1300</b>	<b><u>DTPW - AIRPORT DIVISION</u></b>									
	ENGBERG ANDERSON INC	\$4,075,717 + \$55,504	6146	03/13	10	GMIA BAGGAGE CLAIM BUILDING REMODELING. FEE INCREASE # 14.	--	A	N	--
	ENGBERG ANDERSON INC	\$4,020,213 + \$3,311	6146	02/13	12	GMIA BAGGAGE CLAIM BUILDING REMODELING. FEE INCREASE # 13.	--	A	N	--
	COLLINS ENGINEERS INC	\$2,624,902 + \$51,445	6146	02/13	12	GMIA-RUNWAY SAFETY AREA IMPROVEMENTS CONSTRUCTION MGMT SERVICES. FEE INCREASE #5.	--	A	--	N
	LEEDY & PETZOLD ASSOCIATES LLC	\$349,107 + \$21,800	6146	03/13	10	GMIA PARKING STRUCTURE RELIGHTING STUDY. FEE INCREASE # 4.	--	A	Y	--
	JAMES G OTTO ARCHITECT LLC	\$84,970 + \$725	6146	01/13	12	GMIA TRAINING CENTER. FEE INCREASE # 3.	--	A	N	--
<b>1400</b>	<b><u>DTPW - PARKS DEPARTMENT</u></b>									
	KABALA WASHATKO ARCHITECTS INC	\$395,629 + \$23,037	6146	02/13	12	NEW GREENHOUSE AT MITCHELL PARK HORTICULTURE CONSERVATORY. FEE INCREASE # 2.	--	A	N	--
	SIGMA ENVIRONMENTAL SERVICES INC	\$80,000	6146	02/13	11	MC KINLEY MARINA NORTH PHASE 1.	--	A	N	--
<b>1850</b>	<b><u>IMSD (CAPITAL PROJECT)</u></b>									
	SECURITY MICROIMAGING	\$945,000 + \$600,000	6146	02/13	11	PROVIDE SERVICES FOR CLERK OF COURTS SCANNING PROJECT (W0205 - FISCAL AUTOMATION).	--	A	N	Y
	ARNOLD & O'SHERIDAN	\$312,250 + \$121,550	6146	01/13	12	MARCUS CENTER HVAC RETROFIT PHASE 4. FEE INCREASE #3.	--	A	Y	--
	SECURITY MICROIMAGING	\$345,000 + \$75,000	6146	02/13	3	CAPITAL MONITORING PROFESSIONAL SERVICES (W0205 - FISCAL AUTOMATION).	--	A	N	Y

+ Increase to existing contract

**Professional Service Contracts for 01-01-2013 thru 03-31-2013**

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VANDERWEIL FACILITY ADVISORS INC	\$123,636	6146	01/13	12	BEHAVIOR HEALTH AND CRIMINAL JUSTICE FACILITY. PROPERTY CONDITION ASSESSMENT.	—	A	N	—
JACKSON MAC CUDDEN INC	\$48,520 + \$28,940	6146	03/13	10	MARCUS CENTER HVAC RETROFIT PHASE 3. FEE INCREASE # 1.	—	A	Y	—
P A ROEPER & ASSOCIATES INC	\$49,995 + \$8,745	6146	07/12	12	PROVIDE TELECOMMUNICATIONS AND DATA INFRASTRUCTURE DESIGN AT BHD.	—	A	Y	Y
BARRIENTOS DESIGN & CONSULTING INC	\$42,000	6146	01/13	3	MRMC REPLACEMENT WAREHOUSE FACILITY ASSESSMENT.	—	A	N	—
EDEN ENTERPRISES LLC	\$23,920	6146	01/13	12	WINDOWS / OFFICE 365 PLANNING AND IMPLEMENTATION.	—	C	Y	Y
GREAT LAKES ARCHAEOLOGICAL RESEARCH CENT	\$1,500	6106	02/13	12	BURIAL SITE ARCHAEOLOGICAL ASSISTANCE.	—	C	N	—
<b>1987 COUNTY WIDE NON-DEPT / COMPTROLLER</b>									
CHAPMAN AND CUTLER	\$55,108	8026	01/12	12	PROFESSIONAL SERVICES RELATING TO THE 2012A GO REFUNDING AND OTHER BOND RELATED ISSUES.	12-862	—	N	Y
MOODYS INVESTORS SERVICE	\$48,000	8026	01/13	1	PROFESSIONAL SERVICES REGARDING THE \$138,730,000 TAXABLE GENERAL OBLIGATION PENSION PROMISSORY NOTES SERIES 2013A.	12-861	—	N	Y
STANDARD AND POOR'S	\$46,250	8026	01/13	1	ANALYTICAL SERVICES RENDERED IN CONNECTION WITH THE \$138,730,000 TAXABLE PENSION NOTES, SERIES 2013A.	12-862	—	N	N
PUBLIC FINANCIAL MANAGEMENT INC	\$39,640	8026	01/12	12	PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE 2012A GENERAL OBLIGATION REFUNDING BONDS.	12-862	—	N	Y
MOODYS INVESTORS SERVICE	\$15,500	8026	12/12	1	PROFESSIONAL SERVICES REGARDING THE \$23,105,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A.	12-862	—	N	Y
FITCH RATINGS	\$14,000	8026	12/12	1	PROFESSIONAL SERVICES ASSOCIATED WITH THE 2012A GENERAL OBLIGATION REFUNDING BONDS.	12-862	—	N	Y
BAKER TILLY VIRCHOW KRAUSE & COMPANY	\$3,000	8026	11/12	2	PROFESSIONAL SERVICES FOR THE ISSUANCE OF THE 2012A REFUNDING BONDS.	08-321	—	N	Y

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<b>2000</b>	<b>COURT SERVICES</b>									
	LEGAL AID SOCIETY - 2012	\$1,926,585 + \$137,385	6108	01/12	12	AMENDMENT TO THE 2012 CONTRACT FOR GUARDIAN AD LITEM SERVICES.	09-420	--	N	Y
	LEGAL AID SOCIETY - 2013	\$1,814,400	6108	01/13	12	PROVIDE LEGAL REPRESENTATION CONSISTING OF GUARDIAN AD LITEM SERVICES OR OTHER COURT- APPOINTED COUNSEL IN 2,800 CASES PER YEAR (@\$648 PER CASE).	12-958	--	N	Y
	DNA DIAGNOSTICS CENTER INC	\$645,000 + \$15,000	6109	01/13	12	PROVIDE LAB SERVICES TO CHILDREN'S COURT.	12-903	--	N	Y
	REBECCA FOLEY	\$139,838 + \$65,000	6148	01/13	12	PROVIDE SERVICE FOR 2013 AS THE FAMILY DRUG TREATMENT COURT (FDTC) COORDINATOR TO OVERSEE THE SUBSTANCE ABUSE PROGRAM AT CHILDREN'S COURT.	11-482	--	N	Y
	STATE OF WISCONSIN	\$139,829	6148	01/13	12	CONTINUATION OF THE OPERATION OF THE LEGAL RESOURCE CENTER ONGOING SINCE 1996.	ADPTD. BUDGET	--	N	Y
	PLANNING COUNCIL FOR HEALTH & HUMAN SVCS	\$82,448 + \$41,224	6148	01/13	12	FEDERALLY FUNDED SUBSTANCE ABUSE TREATMENT PROGRAM FOR WOMEN WITHIN MILWAUKEE COUNTY WHO ARE THE SUBJECT OF A CHIPS FINDING.	11-482	--	N	Y
	REBECCA FOLEY	\$74,838 + \$9,838	6148	01/12	12	AMENDMENT TO THE 2012 CONTRACT FOR THE FAMILY DRUG TREATMENT (FDTC) COORDINATOR TO OVERSEE THE SUBSTANCE ABUSE PROGRAM AT CHILDREN'S COURT.	11-482	--	N	Y
	WISCONSIN STATE LAW LIBRARY	\$35,000	6148	01/13	12	ORDER, RECEIVE CATALOG & SET UP EACH JUDGE & THE CENTRAL RESOURCE LIBRARY TO COMPLY WITH THE STANDARD LAW BOOK COLLECTION AUTHORIZED BY THE JUDICIAL LIBRARY COMMITTEE.	ADPTD. BUDGET	--	N	Y
<b>2430</b>	<b>DEPARTMENT OF CHILD SUPPORT</b>									
	MY FATHER'S HOUSE	\$700,000 + \$307,000	6149	09/11	36	PROVIDE JOB TRAINING, EDUCATIONAL AND EMPLOYMENT SERVICES TO LOW INCOME PARENTS.	11-472	--	N	Y
	DNA DIAGNOSTIC CENTER	\$630,000 + \$310,000	6109	01/13	12	GENETIC TESTS TO ESTABLISH PATERNITY.	12-903	--	N	Y
	CENTER FOR SELF SUFFICIENCY	\$464,200 + \$189,075	6149	09/11	36	PROVIDE JOB TRAINING, EDUCATIONAL AND EMPLOYMENT SERVICES TO LOW INCOME PARENTS.	11-472	--	N	Y
	COMMUNITY ADVOCATES INC	\$255,000 + \$135,000	6149	09/11	36	PROVIDE JOB TRAINING, EDUCATIONAL AND EMPLOYMENT SERVICES TO LOW INCOME PARENTS.	11-472	--	N	Y



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	YWCA OF GREATER MILWAUKEE	+ \$212,500 \$115,000	6149	09/11	36	PROVIDE JOB TRAINING, EDUCATIONAL AND EMPLOYMENT SERVICES TO LOW INCOME PARENTS.	11-472	-	N	Y
	COMPEL MILWAUKEE	+ \$200,000 \$80,000	6149	09/11	36	PROVIDE JOB TRAINING, EDUCATIONAL AND EMPLOYMENT SERVICES TO LOW INCOME PARENTS.	11-472	-	N	Y
	UNITED MIGRANT OPPORTUNITY SERVICES-UMOS	+ \$121,511 \$69,000	6149	09/11	36	PROVIDE JOB TRAINING, EDUCATIONAL AND EMPLOYMENT SERVICES TO LOW INCOME PARENTS.	11-472	-	N	Y
	CENTRO LEGAL	+ \$88,326 \$39,736	6149	09/11	36	PROVIDE JOB TRAINING, EDUCATIONAL AND EMPLOYMENT SERVICES TO LOW INCOME PARENTS.	11-472	-	N	Y
<b>2900 ALTERNATIVES TO INCARCERATION</b>										
	JUSTICE POINT INC	\$1,643,740	6148	01/13	12	PROVIDE PRE-TRIAL SERVICES PROGRAMS INCLUDING GPS/ELECTRONIC MONITORING, PRE- TRIAL SUPERVISION/MONITORING & A PRE-TRIAL RELEASE PLANNING UNIT.	ADPTD. BUDGET	-	N	Y
	JUSTICE POINT INC	\$987,902	6148	01/13	12	PROVIDE PRE-TRIAL INVESTIGATIONS ON A 24/7 BASIS FOR ARRESTEES BOOKED INTO CJF FOR CRIMINAL OFFENSES.	ADPTD. BUDGET	-	N	Y
	WISCONSIN COMMUNITY SERVICES INC	\$416,800	6148	01/13	12	PROVIDE INTENSIVE MONITORING OF DEFENDANTS CHARGED WITH A SECOND OR SUBSEQUENT OWI.	ADPTD. BUDGET	-	N	Y
	JUSTICE POINT INC	\$362,155	6148	01/13	12	PROVIDE PRE-TRIAL SERVICES PROGRAM CALLED TAD (TREATMENT ALTERNATIVES & DIVERSION) TO REDUCE JAIL & PRISON POPULATION BY DIVERTING NON-VIOLENT OFFENDERS TO COMMUNITY-BASED INTERVENTIONS & REDUCING RECIDIVISM RATES & INCREASING PUBLIC SAFETY.	ADPTD. BUDGET	-	N	Y
	WISCONSIN COMMUNITY SERVICES INC	\$170,491	6148	01/13	12	PROVIDE DRUG TESTING SERVICES FOR THE PRE- TRIAL SERVICE PROGRAMS.	ADPTD. BUDGET	-	N	Y
	JUSTICE POINT INC	\$90,424	6148	01/13	12	DRUG TREATMENT COORDINATOR FOR THE DRUG TREATMENT COURT.	ADPTD. BUDGET	-	N	Y
<b>3400 REG OF DEEDS-LAND RECORDS MODERNIZATION</b>										
	CITY OF MILWAUKEE	\$91,780	6148	01/13	12	MLIS CADASTRAL AND STREET ADDRESS DATABASE MAINTENANCE.	13-96	-	N	-

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<b>3740</b>	<b>OFFICE OF THE COMPTROLLER-AUDIT SERVICES</b>									
	BAKER TILLY VIRCHOW KRAUSE LLP	\$450,000	6148	02/13	10	COUNTY-WIDE AND SINGLE AUDITS OF MILWAUKEE COUNTY FOR THE YEAR ENDED 12/31/12.	08-321	--	N	Y
<b>4000</b>	<b>OFFICE OF THE SHERIFF</b>									
	G4S SECURE SERVICES (USA) INC	\$4,372,200 + \$11,295	6148	10/10	36	PROVIDE INMATE TRANSPORTATION.	10-148	--	Y	Y
	ARAMARK CORRECTIONAL SERVICES INC	\$3,457,899 + \$23,450	6148	01/12	12	INMATE FOOD SERVICE FOR BOTH CORRECTIONAL FACILITIES (2012).	11-474	--	Y	Y
	STATE PROCESS SERVICE INC	\$697,315	6148	01/13	27	PROVIDE PROCESS SERVICE FOR SPECIFIED LEGAL PAPERS AND RELATED RANDOM MOMENT SAMPLING DATA ENTRY.	ADPTD. BUDGET	--	Y	Y
	ACL SERVICES INC	\$74,611 + \$35,200	6002	01/13	5	PRE AND POST EMPLOYMENT ALCOHOL AND DRUG TESTING.	08-201	--	Y	Y
	WISCONSIN RENAL CARE GROUP LLC	\$53,910 + \$3,910	6109	01/12	12	INMATE HEMODIALYSIS SERVICES RELATED TO THEIR MEDICAL CARE (2012).	11-476	--	Y	Y
	G4S SECURE SERVICES (USA) INC	\$37,945	6148	02/12	10	CANCELLATION OF BAIL SERVICES CONTRACT.	--	C	Y	N
	VETERINARY MEDICAL ASSOCIATES INC	\$15,500	6109	01/13	5	PROVIDE VETERINARY SERVICES FOR THE SHERIFF'S OFFICE.	--	C	Y	Y
<b>4300</b>	<b>OF. OF THE SHERIFF- HOUSE OF CORRECTION</b>									
	ROESCHEN'S HEALTHCARE CORP.	\$2,019,183 + \$1,100,000	7770	01/13	12	INMATE PHARMACY SERVICES RELATED TO INMATE MEDICAL CARE.	08-444	--	Y	Y
	MOBILE MEDICAL SPECIALISTS LLC	\$585,936 + \$330,000	6148	01/13	12	PROVIDE INMATE DENTAL SERVICES RELATED TO THEIR MEDICAL CARE.	13-58	--	N	Y
	WISCONSIN RENAL CARE GROUP LLC	\$113,910 + \$60,000	6109	01/13	12	INMATE HEMODIALYSIS SERVICES RELATED TO THEIR MEDICAL CARE.	13-59	--	Y	Y
<b>4500</b>	<b>DISTRICT ATTORNEY</b>									
	SOJOURNER FAMILY PEACE CENTER INC	\$63,000	6141	01/13	6	PROVIDE COUNSELING SERVICES TO VICTIMS OF DOMESTIC VIOLENCE TO PROMOTE VICTIM SAFETY AND OFFENDER ACCOUNTABILITY IN DOMESTIC VIOLENCE CASES.	ADPTD. BUDGET	--	N	Y

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	ANTHONY M JUREK PH D	\$3,000	6109	02/12	16	CONDUCT A FORENSIC EVALUATION OF CONVICT IN CASE NO. 08C1000005, CONSULT WITH ADA ASSIGNED TO CASE AND TESTIFY AT THE COURT HEARING ON CONVICT'S PETITION FOR DISCHARGE OR SUPERVISED RELEASE.		C	N	Y
<b>5040 DTPW - AIRPORT DIVISION</b>										
	CENTRAL PARKING SYSTEMS	\$20,850,000 + \$2,507,500	6141	09/09	96	PARKING MANAGEMENT SERVICES AT GMIA.	09-231	—	N	Y
	CAMPBELL-HILL AVIATION GROUP	\$350,000 + \$130,000	6148	01/13	DURATION	PROVIDE SPECIALIZED CONSULTING SERVICES FOR AIR SERVICE MARKETS.	10-350	—	Y	Y
	WEISS & CO MARKETING COMMUNICATIONS LLC	\$250,000	6030	02/13	12	CONDUCT PUBLIC RELATIONS AND MARKETING ACTIVITIES TO INCREASE PASSENGER TRAFFIC AT GMIA PARTICULARLY FOCUSING ON NORTHERN IL MARKETS.	12-894	—	Y	Y
	SYNERGY CONSULTANTS INC	\$150,815 + \$31,171	6148	01/13	12	PREPARATION OF A VOLUNTARY AIRPORT LOW EMISSION GRANT APPLICATION FOR THE CONCOURSE E GATES AT GMIA.	12-60	—	Y	Y
	USCA ANIMAL & PLANT HEALTH INSPECTION	\$121,086	6148	01/13	12	CONDUCT OPERATIONAL ACTIVITIES TO REDUCE WILDLIFE HAZARDS AT GMIA.	05-45	—	N	Y
	US DEPT OF THE INTERIOR-WATER RESOURCES	\$90,000	6148	01/13	12	MONITOR AND ASSESS THE IMPACTS FROM THE RUNOFF OF AIRCRAFT DE-ICING FLUID IN THE WILSON PARK CREEK TRIBUTARY OF THE KINNICKINNIC RIVER.	97-604	—	N	Y
	UNISON CONSULTING INC	\$49,999	6148	01/13	12	PERFORM CIP AND PFC TASKS.	—	C	Y	Y
	US BANK	\$4,250	8026	12/13	5	US BANK ADMINISTRATION FEES FOR THE 2004A AND 2010A&B AIRPORT REVENUE BONDS.	99-535(a)(a)	—	N	Y
	INSTITUTE FOR HUMAN FACTORS	\$1,500	6148	02/13	1	CONDUCT 4-SESSION CLASS ON "OVERCOMING YOUR FEAR OF FLYING".	—	C	N	N
	SCHOENECKER & ASSOCIATES	\$1,250	6148	02/13	3	PROVIDE REPORTS TO ESTABLISH CURRENT MARKET VALUE LEASE RATES AT FORMER 440TH.	—	C	N	N
	BAKER TILLY VIRCHOW KRAUSE & CO	\$1,100	8026	12/08	60	PROFESSIONAL SERVICES RELATED TO THE AUDIT PROCEDURES REQUIRED TO ISSUE A REPORT ON THE COUNTY'S COMPLIANCE WITH THE COVENANTS AND PROVISIONS CONTAINED IN THE AIRPORT REVENUE BOND AGREEMENTS.	08-321	—	N	Y

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	SCHOENECKER & ASSOCIATES	\$500	6148	02/13	3	REPORTS ESTABLISHING CURRENT MARKET VALUE LEASE RATES FOR 4900 S. HOWELL AVE.	--	C	N	N
<b>5080</b>	<b><u>DAS - FACILITIES MANAGEMENT</u></b>									
	EDWARDS ENGINEERING CONSULTANTS INC	\$30,000	6146	01/13	12	PROVIDE CONSULTANT SERVICES IN ARCHITECTURE ENGINEERING & ENVIRONMENTAL SERVICES TO REDUCE THE BACKLOG IN PUBLIC WORKS CONSTRUCTION PROJECTS.	--	C	N	--
	GRUMMAN/BUTKUS ASSOCIATES	\$30,000	6146	01/13	12	PROVIDE CONSULTANT SERVICES IN ARCHITECTURE ENGINEERING & ENVIRONMENTAL SERVICES TO REDUCE THE BACKLOG IN PUBLIC WORKS CONSTRUCTION PROJECTS.	--	C	N	--
	INSPEC INC	\$30,000	6146	01/13	12	PROVIDE CONSULTANT SERVICES IN ARCHITECTURE ENGINEERING & ENVIRONMENTAL SERVICES TO REDUCE THE BACKLOG IN PUBLIC WORKS CONSTRUCTION PROJECTS.	--	C	N	--
	POWER ENGINEERS INC	\$30,000	6146	01/13	12	PROVIDE CONSULTANT SERVICES IN ARCHITECTURE ENGINEERING & ENVIRONMENTAL SERVICES TO REDUCE THE BACKLOG IN PUBLIC WORKS CONSTRUCTION PROJECTS.	--	C	N	--
	SWWB LTD	\$30,000	6146	01/13	12	PROVIDE CONSULTANT SERVICES IN ARCHITECTURE ENGINEERING & ENVIRONMENTAL SERVICES TO REDUCE THE BACKLOG IN PUBLIC WORKS CONSTRUCTION PROJECTS.	--	C	N	--
<b>5500</b>	<b><u>DAS - UTILITIES</u></b>									
	PUBLIC POLICY FORUM	\$5,088	6149	03/13	10	PROVIDE COMPREHENSIVE FACILITIES PLAN.	--	C	N	--
<b>5700</b>	<b><u>DTPW - ARCHITECT ENG ENVIRON</u></b>									
	SCS BT SQUARED	\$188,038 + \$74,195	8528	01/13	12	OPERATION & MAINTENANCE OF THE FRANKLIN LANDFILL GAS CONTROL SYSTEM. FEE INCREASE # 2.	12-164	--	N	--
	SCS BT SQUARED	\$100,044 + \$34,489	8528	01/13	12	OPERATION & MAINTENANCE OF THE DOYNE LANDFILL GAS CONTROL SYSTEM. FEE INCREASE # 2.	12-164	--	N	--
<b>6300</b>	<b><u>DHHS - BEHAVIORAL HEALTH DIVISION</u></b>									
	A'VIANDS LLC	\$24,689,223 + \$5,416,186	6148	01/13	12	PROVIDE DINING SERVICES.	12-954	--	N	Y
	ROESCHEN'S OMNICARE PHARMACY	\$19,937,950 + \$5,090,120	7770	01/13	12	PROVIDE PHARMACEUTICAL SERVICES TO BHD CLIENTS.	12-954	--	N	Y

+ Increase to existing contract

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	NETSMART TECHNOLOGIES INC	\$2,787,390 + \$834,500	6147	01/13	12	ORDER CONNECT SERVICE - E PRESCRIBING AND MEDICATION MANAGEMENT PRODUCT.	11-387	-	N	Y
	THE JOXEL GROUP LLC	\$2,281,260 + \$615,685	6149	01/13	12	IMPLEMENTATION OF THE ELECTRONIC MEDICAL RECORDS (EMR) SYSTEM, PHASE 3.	12-927	-	N	Y
	THE JOXEL GROUP LLC	\$1,240,000 + \$600,000	6147	01/13	12	PROVIDE SUPPORT SERVICES FOR THE CMHC APPLICATION.	12-928	-	N	Y
	SELLERS DORSEY	\$400,000	6149	11/12	26	PHASE IV OF A PROJECT TO DEVELOP PROCEDURES TO CLAIM UNREIMBURSED COSTS & ESTABLISH A PHYSICIAN FEE SUPPLEMENT PROGRAM FOR BHD.	12-834	-	N	Y
	MOBILE DENTAL CENTERS	\$253,073 + \$76,700	6109	01/13	12	PROVIDE DENTAL SERVICES TO BHD CLIENTS.	11-244	-	N	Y
	BOARD OF REGENTS OF THE UW SYSTEM	\$213,793 + \$91,703	6148	01/13	12	PROVIDE EVALUATION OF THE FEDERAL SAMHSA GRANT OFFENDER RE-ENTRY PROGRAM AND PROVIDE SERVICES OF INVESTIGATORS.	12-954	-	N	Y
	CRITICAL MANAGEMENT SOLUTIONS	\$144,600 + \$100,000	6148	01/13	12	DEVELOPMENT OF A COMPREHENSIVE REGULATORY COMPLIANCE ACTION PLAN FOR MEETING REQUIREMENTS OF THE JOINT COMMISSION TO RECERTIFY THE BHD AND DEVELOP LONG-TERM METRICS NEEDED IN MAINTAINING ACCREDITATION.	12-954	-	N	Y
	INVISIONS SOLUTIONS INC	\$240,142	6147	01/13	36	INFORMATION SERVICES TECHNOLOGY SUPPORT FOR EMS.	12-954	-	Y	Y
	HOCHSTATTER MC CARTHY RIVAS & RUNDE SC	\$95,000 + \$50,000	6106	03/13	10	PROVIDE LEGAL ASSISTANCE TO THE BHD REGARDING COMPLIANCE WITH IMMIGRATION LAWS CONCERNING TWO FOREIGN BORN PSYCHIATRISTS.	12-954	-	N	Y
	JENNIFER NEIDEEN	\$2,000	6147	12/12	1	PROVIDE EXPERT CONSULTATION AND REVIEW OF VENDOR PROPOSALS FOR SERVICES FOR THE BHD PHARMACY.	-	C	N	N
	MARY NEUBAUER	\$2,000	6105	09/11	10	SERVED ON MENTAL HEALTH REDESIGN TASK FORCE AND CONTINUUM OF CARE ACTION TEAM.	-	C	N	N
	THE HINTON GROUP LLC	\$2,000	6147	12/12	1	REVIEW AND SCORE MILWAUKEE COUNTY BHD PHARMACY RFP PROCESS.	-	C	N	N
	JOINT COMMISSION	\$1,600	6040	10/12	1	HONORARIUM AND MILEAGE COSTS ASSOCIATED WITH SPEAKING ENGAGEMENT.	-	C	N	N

## Professional Service Contracts for 01-01-2013 thru 03-31-2013

ORG	DEPT & VENDOR	ORIGINAL CONTRACT TOTAL + INCREASE	ACCOUNT CHARGED	DATE INITIATED	MONTHS	PURPOSE	APPROVED BY COUNTY BD (FILE #)	EXCLUDED FROM COUNTY BD APPROVAL?	IS VENDOR DBE CERTIFIED?	CBDP NOTIFIED BY AWARD OF CONTRACT?
<b>7900</b>	<b><u>DEPARTMENT ON AGING</u></b>									
	JENNIFER LEFEBER	\$17,500	6148	01/13	3	PROVIDE MANAGEMENT AND COORDINATION OF EVIDENCE BASED PREVENTION PROGRAMS FOR SENIORS.	—	C	Y	—
<b>7990</b>	<b><u>DEPARTMENT OF FAMILY CARE</u></b>									
	MILWAUKEE CENTER FOR INDEPENDENCE	\$816,406	6148	01/13	12	PROVIDE BEST PRACTICE QUALITY REVIEW TEAM TO MONITOR AND MENTOR CARE MANAGEMENT UNITS SUBCONTRACTED WITH THE DEPARTMENT OF FAMILY CARE.	12-975	—	Y	Y
	MEDICAL COLLEGE OF WISCONSIN	\$151,242 + \$100,000	6149	09/12	12	PROVIDE MEDICAL DIRECTOR SERVICES.	12-970	—	Y	Y
<b>8000</b>	<b><u>DEPT OF HEALTH &amp; HUMAN SERVICES</u></b>									
	QUICK FINANCIAL SOLUTIONS LLC	\$159,880	6148	01/13	12	PROVIDE ACCOUNTING AND FISCAL/AUDIT REVIEW SERVICES TO THE CONTRACT ADMINISTRATION SECTION AND DISABILITIES SERVICES DIVISION.	12-934	—	Y	Y
	ALTERNATIVES IN PSYCHOLOGICAL CONSULT	\$159,096	6148	01/13	12	PROVIDE PSYCHIATRIC NURSING SERVICES AT THE JUVENILE DETENTION CENTER.	12-931	—	N	Y
<b>9000</b>	<b><u>PARKS DEPARTMENT</u></b>									
	THE ACTIVE NETWORK	\$339,954 + \$40,600	6050	01/13	11	PROVIDE TRAINING AND SUPPORT FOR THE NEW RESERVATION SYSTEM REPLACING OLD FAIRWAYS SYSTEM.	07-59	—	Y	Y
	ACL LABORATORIES	\$5,877 + \$2,500	6050	01/13	12	DRUG AND ALCOHOL TESTING FOR CDL HOLDERS.	—	C	N	Y
<b>9500</b>	<b><u>ZOOLOGICAL DEPARTMENT</u></b>									
	LIVING EXHIBITS INC	\$494,779	6999	01/13	24	STING RAY SPECIAL EXHIBIT.	12-926	—	N	Y
	MOLD-A-RAMA INC	\$220,000 + \$75,000	6999	03/11	37	REVENUE SHARE FOR PLASTIC VENDING MACHINES AT THE ZOO.	ADPTD. BUDGET	—	N	Y
	SCOOTERBUG INC	\$222,394 + \$10,000	6999	07/08	60	STROLLER REVENUE SHARE.	08-194	—	N	Y
	OCEANS OF FUN INC	\$176,700	6148	01/13	12	SEA LION SHOW AT THE ZOO.	ADPTD. BUDGET	—	N	Y

+ Increase to existing contract

**Professional Service Contracts for 01-01-2013 thru 03-31-2013**

ORG	DEPT & VENDOR	ORIGINAL CONTRACT TOTAL + INCREASE	ACCOUNT CHARGED	DATE INITIATED	MONTHS	PURPOSE	APPROVED BY COUNTY BD (FILE #)	EXCLUDED FROM COUNTY BD APPROVAL?	IS VENDOR DBE CERTIFIED?	CBDP NOTIFIED B4 AWARD OF CONTRACT?
	RED ARROW ADVERTISING	\$60,000	6148	03/13	21	ZOO ADVERTISING, MEDIA PLACEMENT.	13-115	--	N	Y
	MARY KAZMIERCZAK	\$21,500	6148	01/13	12	ZOO LIBRARY SERVICES.	-	C	N	Y

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

DATE : April 1, 2013

TO : Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM : Scott B. Manske, Comptroller

SUBJECT: Submission of the Five-Year Financial Forecast of Milwaukee County  
(For Information Only)

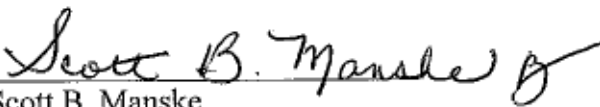
County Ordinance 56.02(2) was modified to reflect changes adopted under 2011 Wisconsin Act 62 which created the Office of the Comptroller. A new requirement calls for the Office of the Comptroller to issue a five year financial projection for Milwaukee County. To comply with this ordinance, the Comptroller is providing the County Board with a power point presentation on the five year fiscal projection for Milwaukee County.

The fiscal projection was assembled by a workgroup consisting of representatives from the Office of the County Executive, County Board, the Department of Administrative Services, the Comptroller's Office, Public Policy Forum and the Behavioral Health Division.

The presentation provides the detail that demonstrates that the structural deficit facing the County remains but it is significantly smaller than in prior year projections presented to the Committee. This decrease is mainly due to expenditure reductions made by the County especially in Personnel and Fringe Benefits costs and debt service.

**Committee Action**

This is an informational report only. This report should be referred to and reviewed by the Finance and Audit Committee.

  
Scott B. Manske  
Comptroller

**Attachments**

cc: Chris Abele, County Executive  
Supervisor Willie Johnson, Jr., Co-Chairman, Finance, Audit & Personnel  
Committee  
Supervisor David Cullen, Co-Chairman, Finance, Audit and Personnel  
Committee  
Members, Milwaukee County Financial Forecast Workgroup  
Carol Mueller, Head Committee Clerk, County Board



# MILWAUKEE COUNTY

## FIVE YEAR FINANCIAL FORECAST

2013 Adopted Budget Update



Presented by  
the Milwaukee  
County  
Financial  
Forecast  
Workgroup

Committee on  
Finance and  
Audit  
April, 2013



# FORECAST OVERVIEW

## ■ Purpose:

- Develop Consensus of the County's Fiscal Status & Future
- Emphasize Major Fiscal Drivers
- Improve Data-Driven Decision-making Process
- Provide "What If?" Analysis Capabilities



# FORECAST OVERVIEW

## ■ Process:

- Input of Adopted Budget
- Input of Prior Year Actual Data
- Review and Adopt Changes to Assumptions
  - Transparent, Cross-Departmental Workgroup
- Forecast Model
  - Assumes Annual One-Time Budget Fixes
  - Existing Policy (Staffing & Service Levels) Baseline



# FORECAST OVERVIEW

## ■ Workgroup:

- Scott Manske, Comptroller
- Craig Kammholz, DAS
- Cynthia Pahl, DAS
- Antionette Thomas-Bailey, DAS
- Steve Cady, County Board Staff
- Josh Fudge, Office of the County Executive
- Jerry Heer, Audit Division
- Rob Henken, Public Policy Forum
- Alex Kotze, Behavioral Health Division



# FORECAST OVERVIEW

## Largest Account Types: (Millions)

EXPENDITURES	
Account Type	2013B
CMO Purchase of Service	\$251.9
Salaries & Wages	\$222.3
Transit Expenditures	\$163.5
Other Purchase of Service	\$129.4
Abatements	(\$120.4)
52% of Total County Expenditures	

EXPENDITURES	
Account Type	2013B
Employee/Ret HC	\$118.2
Crosscharges	\$114.4
Gen'l Debt Svc – Principal	\$71.9
Pension	\$70.3
Other Services	\$50.6
35% of Total County Expenditures	
All Others	\$161.1



# FORECAST OVERVIEW

## Largest Account Types Continued: (Millions)

REVENUES	
Account Type	2013B
CMO Revenue	\$294.8
Property Taxes	\$280.1
Airport Revenues	\$87.0
Other State Reimb.	\$86.6
Sales Tax	\$60.8
66% of Total County Revenues	

REVENUES	
Account Type	2013B
BHD Health Revenue	\$56.4
HHS State Reimbursement	\$42.1
Other Federal Revenue	\$38.9
Basic Community Aids	\$32.6
State Shared Revenue	\$31.0
16% of Total County Revenues	
All Others	\$222.9



# FORECAST OVERVIEW

## ■ Key Assumptions:

ACCOUNT TYPE	2012	2013	Trend
Inflation (2014 only)	2.2%	1.4%	↓
Property Taxes	2.6%	0.67%	↓
Salaries	3.2%	2.4%	↓
Employee & Retiree Healthcare	9%	4.9% / 7%	↓
Sales Tax Revenues	2.8%	2.5%	↓
State/Federal Revenues	0%	0%	↔
Capital Outlays			↔
Pension	Actuarial Projections		



# FORECAST RESULTS

- Expenditures continue to out-pace revenues
  - Expenditures: 4.6% annual growth
  - Revenues: 3.6% annual growth
- Structural deficit persists, but it is significantly smaller than in past years.





# FORECAST RESULTS

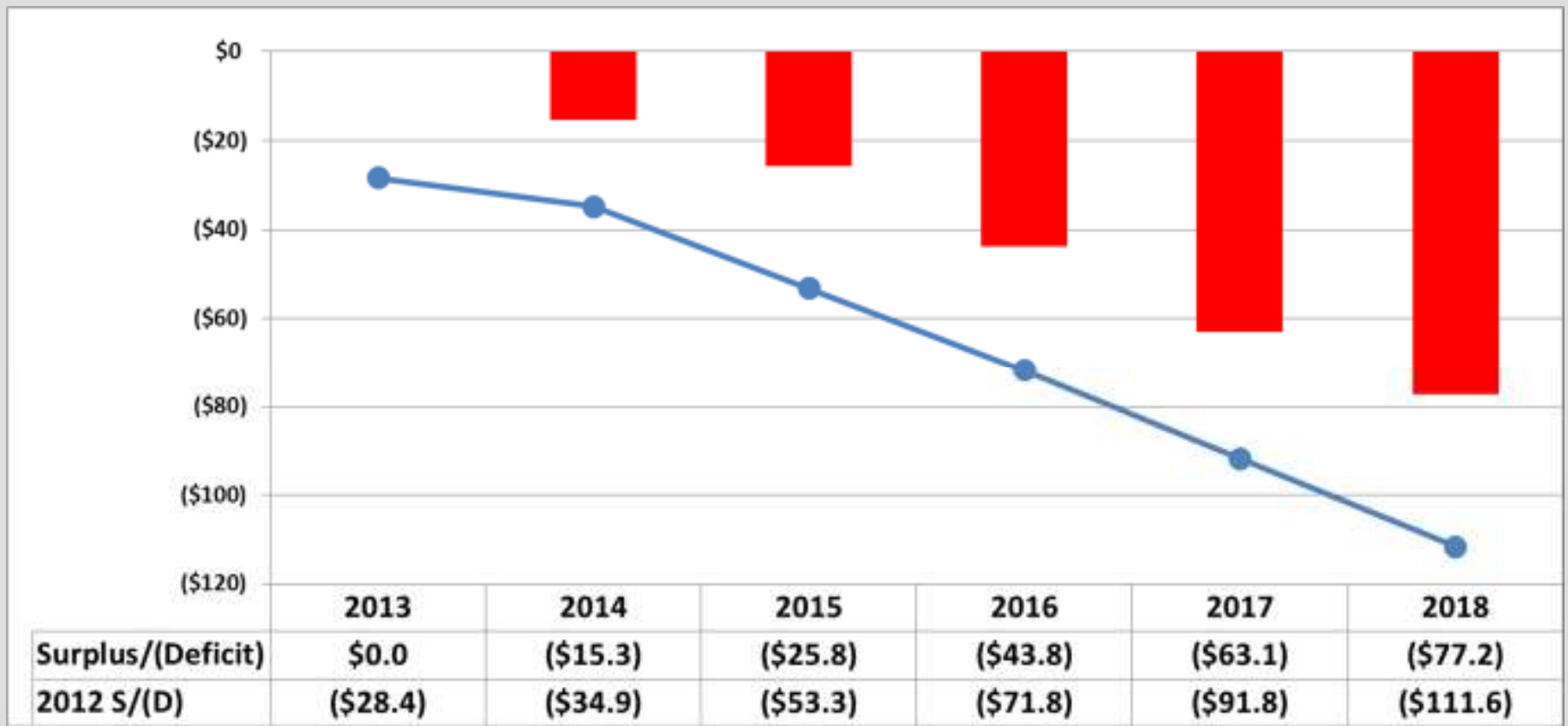
## ■ Forecast Surplus/(Deficit): (Millions)

YEAR	REVENUES	EXPENDITURES	GAP
2013	\$1,233	\$1,233	\$0
2014	\$1,263	\$1,278	(\$15)
2015	\$1,302	\$1,328	(\$26)
2016	\$1,348	\$1,392	(\$44)
2017	\$1,398	\$1,461	(\$63)
2018	\$1,451	\$1,528	(\$77)
% Change	18%	24%	
% Change, 2012	18%	26%	



# FORECAST RESULTS

## ■ Forecast Surplus/(Deficit): (Millions)





# DEFICIT DRIVERS

## ■ Structural Deficit Drivers

### ■ Ongoing Issues:

- Personnel Costs
- Lack of Revenue Growth
- Lack of Revenue Diversity

### ■ Personnel Costs will rise 21% by 2018

- Down from 26% in the 2012 version

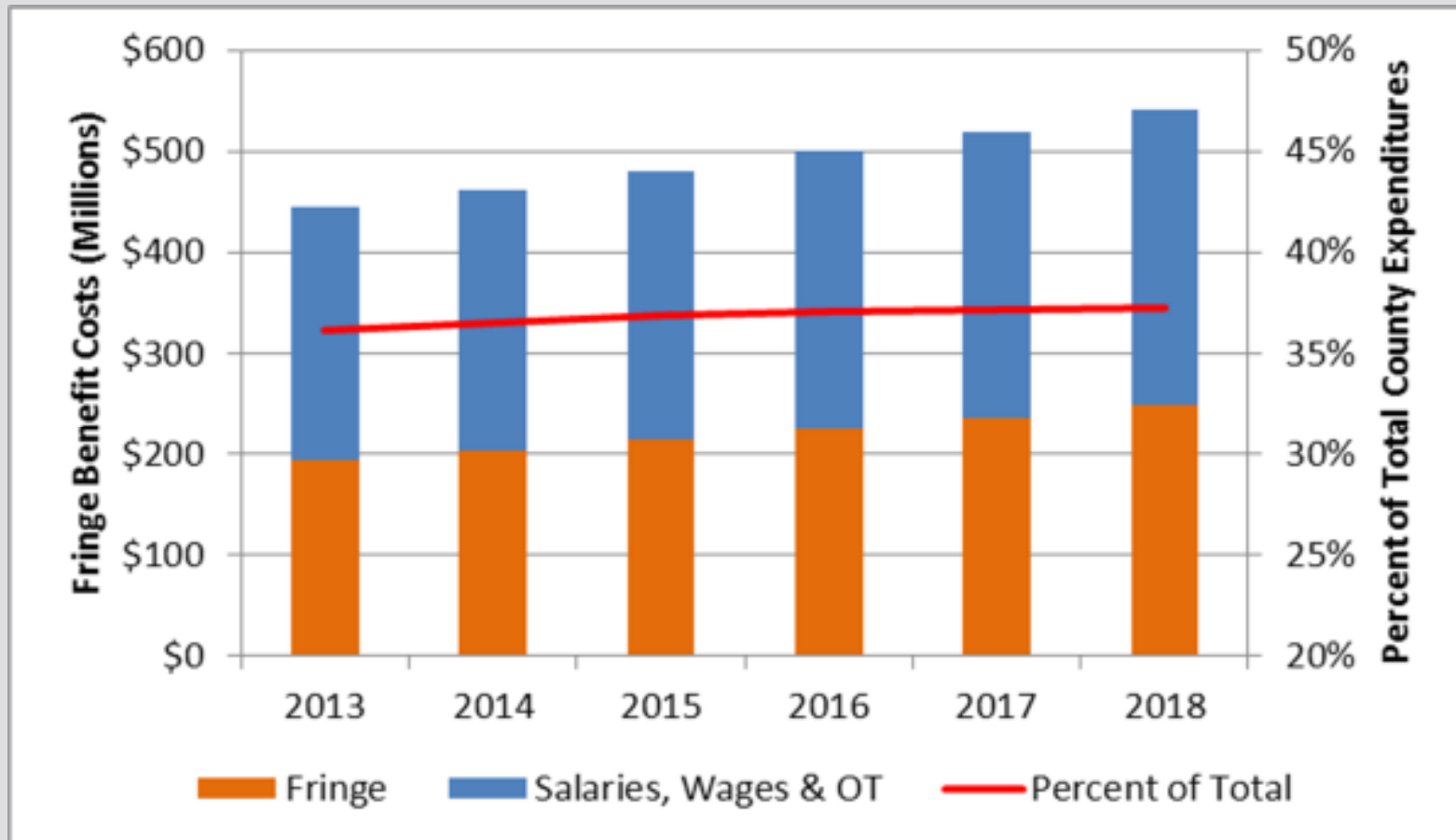
### ■ Fringe Benefits will rise 29%

- Down from 36% in the 2012 version
- Still Analyzing 2012 Fringe Results



# DEFICIT DRIVERS

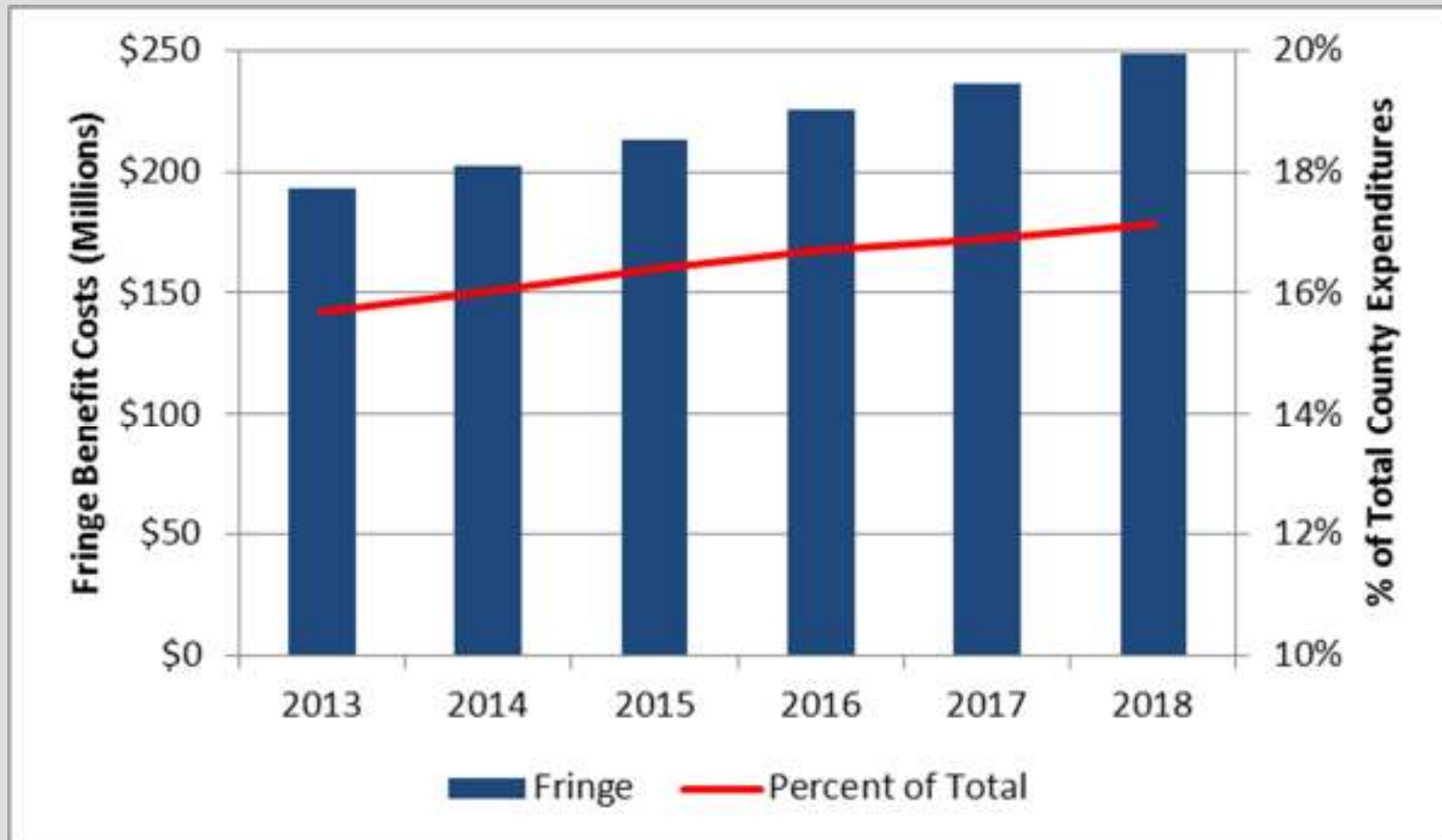
## ■ Personnel Costs as % of Total Expenditures





# DEFICIT DRIVERS

## ■ Fringe Benefits as % of Total Expenditures





# DEFICIT DRIVERS

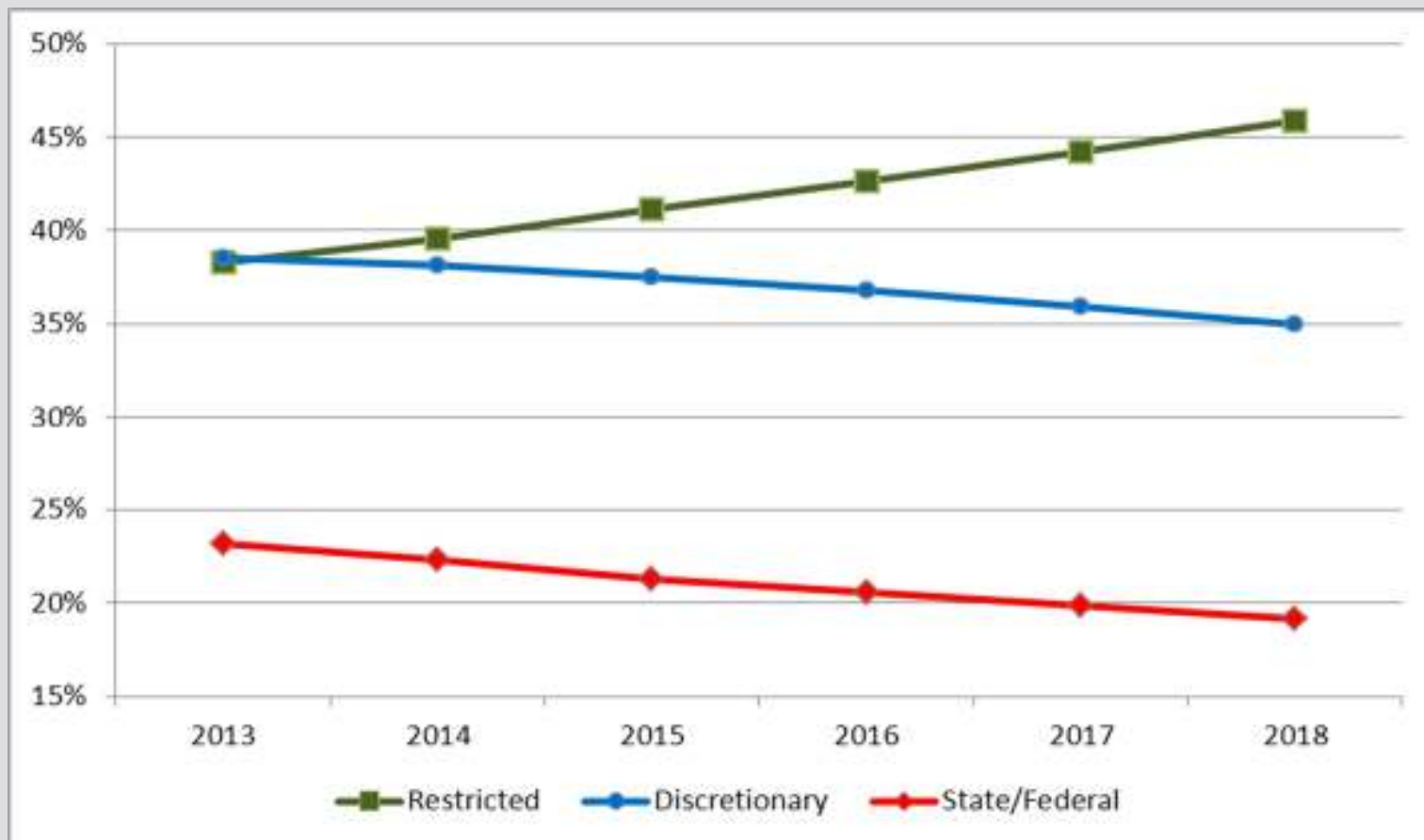
## ■ Example Revenues by Category

<b>Restricted</b>	<b>Discretionary</b>	<b>State/Federal</b>
Airport Revenue	Property Tax	State Shared Revenue
CMO Revenues	Sales Tax	BCA Allocation
BHD Health Revenue	Fees & Permits	Circuit Court Support
Child Support Revenue	Concessions	Transit Federal Revenue
State Highways Reimb	Record & Filing Fees	HUD Program



# DEFICIT DRIVERS

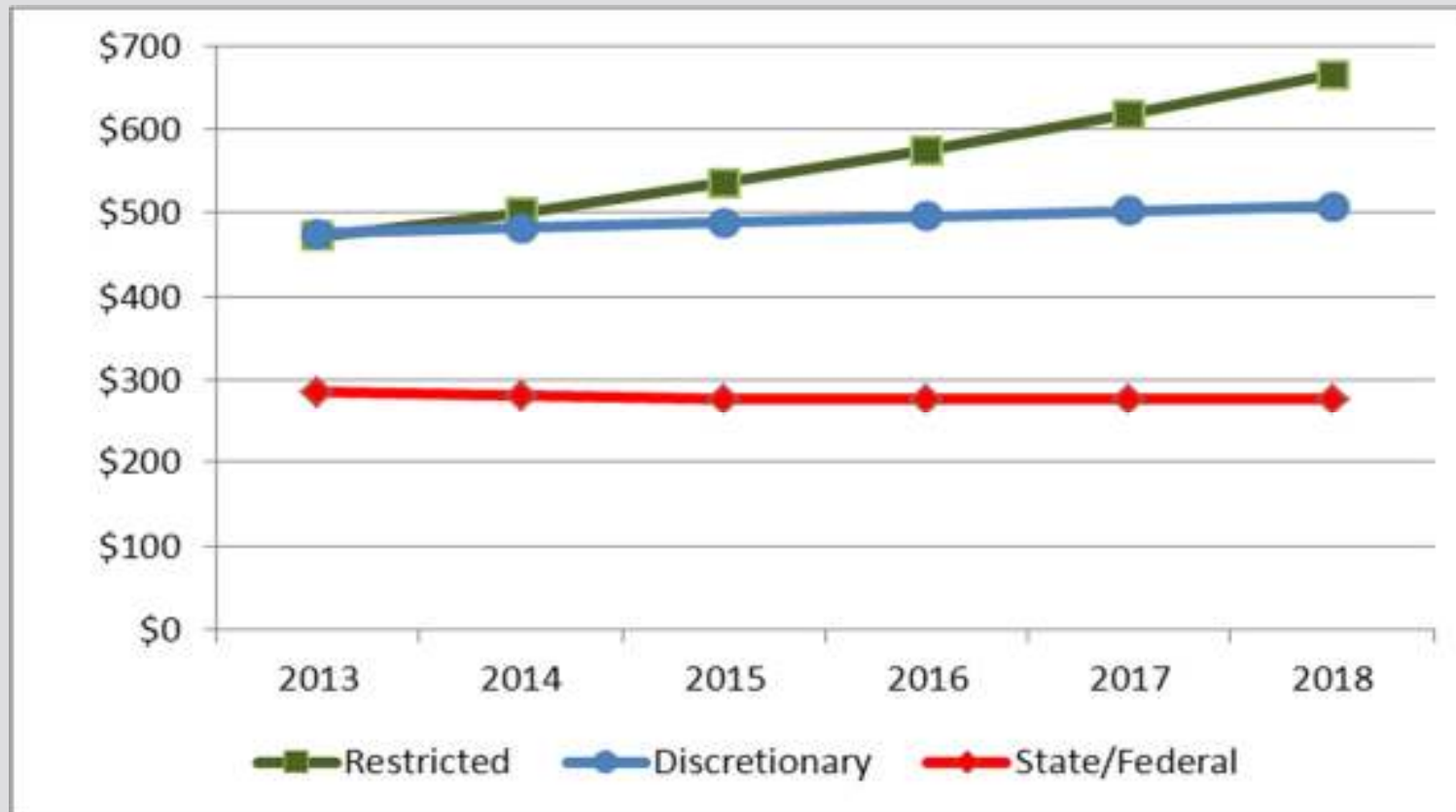
## ■ Revenue by Category as % of County Total





# DEFICIT DRIVERS

## ■ Revenue by Category, Adjusted for Inflation (Millions)

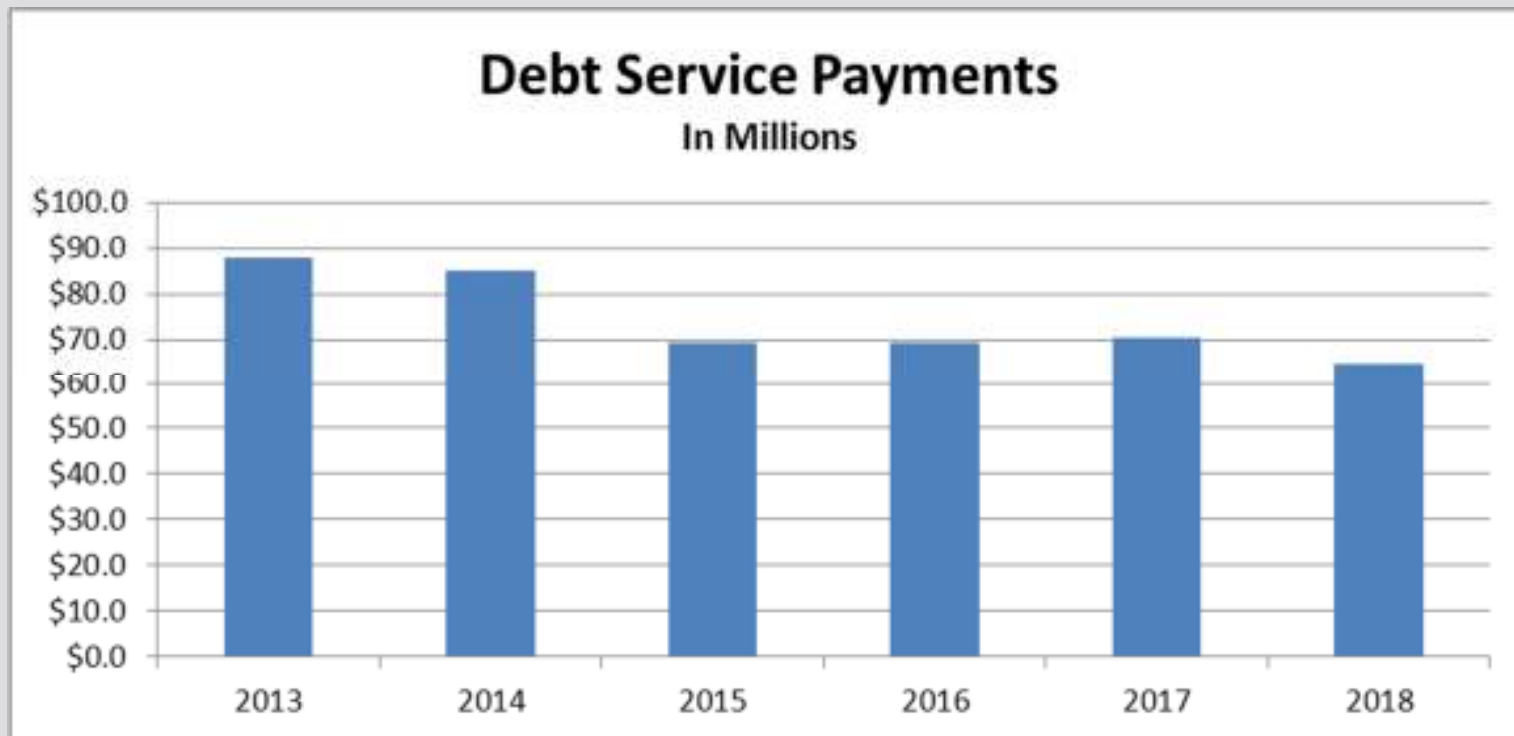






# DEFICIT DRIVERS

## ■ Debt Service Payments\*:



\* = Assumes continued adherence to bonding caps (approximately \$30-\$35 million annually).  
Does not include Pension Obligation Bond payments.



# DEFICIT DRIVERS

## ■ Debt Service Payments\*:

Year	Amount	\$ Change
2013	\$88.0	
2014	\$85.1	(\$2.9)
2015	\$69.3	(\$15.8)
2016	\$69.3	\$0.0
2017	\$70.3	\$1.0
2018	\$64.5	(\$5.8)

\* = Assumes continued adherence to bonding caps (approximately \$30-\$35 million annually).  
Does not include Pension Obligation Bond payments.



# DEFICIT DRIVERS

## ■ Other Major Items:

### ■ Transit Federal Revenue

- Forecast updates available carryover into 2014

### ■ Doyne Hospital Revenue

- Forecast updates final payment in 2020
- \$7 million impact in 2021
- Previous projection ended payments in 2016.



# DEPARTMENTAL FORECASTS

## ■ Major Department Resource Requirements





# DEPARTMENTAL FORECASTS

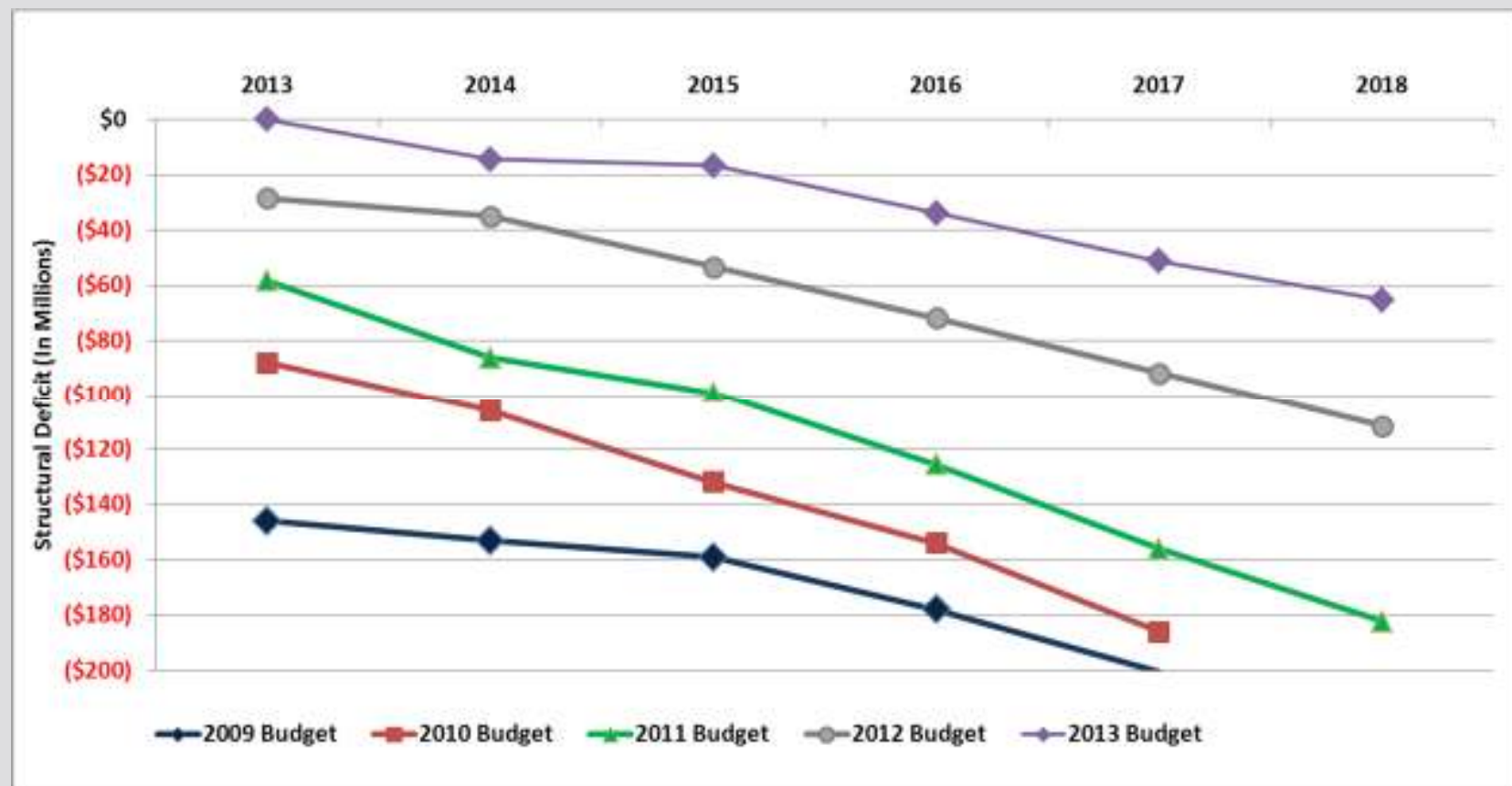
## ■ Major Department Levy Requirements (Millions)

Department	2013	2018	\$ Chg	% Chg
Sheriff	\$72.4	\$91.7	\$19.3	27%
HOC	\$53.2	\$66.0	\$12.8	24%
BHD	\$63.1	\$82.9	\$19.8	31%
DHHS	\$21.8	\$34.7	\$12.9	59%
Transit	\$18.9	\$38.6	\$19.7	104%
Parks	\$24.4	\$31.7	\$7.3	30%
Courts	\$29.6	\$36.9	\$7.3	25%
Total County Levy	\$280.1	\$292.3	\$12.2	4%



# FORECAST HISTORY

## ■ Structural Deficit History





# STATE BUDGET

- **Impact of State Biennial Budget:**
  - **Governor's Budget has mostly flat Local Aids**
    - **Child Support General Purpose Revenue Reduction**
    - **General Transportation Aids Formula**
    - **Victim Witness Program Reimbursement**
    - **Juvenile Correctional Institution Rates**
  - **Last Year's version assumed flat Local Aids, therefore no significant impact on Structural Deficit**



# SUMMARY

- County has made significant progress in Reducing the Structural Deficit
  - Personnel Costs and Fringe benefits have been reduced (bent the curve)
    - Will consume less resources in future
    - Rate of growth has been reduced
  - Improvement mainly result of expenditure reductions
  - Debt Service will decline





# SUMMARY

## ■ Caveats:

- State Budget Could Change
- Impact of Federal Sequester/Fiscal Situation
- Possible Levy Reduction Related to Debt Service in 2015
- National/State/Regional Economic Environment
- Outstanding Litigation Issues



**QUESTIONS?**

**Thank You.**

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

DATE : April 10, 2013

TO : Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM : Scott B. Manske, Comptroller

SUBJECT: Monthly Update of the 2012 Fiscal Projection of Milwaukee County (Mar 2013 Report) **(For Information Only)**

**Policy Issue**

County Ordinance 56.02(2) was modified to reflect changes adopted under 2011 Wisconsin Act 62 which created the Office of the Comptroller. A new requirement calls for a monthly update of the fiscal condition of the County to the County Board. To comply with this ordinance, the Comptroller is providing the County Board with a monthly update to the projection of 2012 year-end financial results fiscal report that was submitted to the County Board and County Executive during the March 2013 cycle of the County Board.

**Updated 2012 Year-end Fiscal Projection – December 2012**

Based on financial results through the 3<sup>rd</sup> quarter of 2012, updated information from certain departments, and analysis performed by the Office of the Comptroller on preliminary 2012 financial results, the County is projected to have a 2012 surplus that exceeds \$24.6 million. The projected surplus assumes a balance of \$950,306 in the contingency fund is applied to offset departmental and non-departmental deficits.

Attached is a spreadsheet which displays projected year-end results by department.

As of March 2013, Milwaukee County's projected surplus was \$15.0 million. Milwaukee County's projected 2012 surplus as of the third quarter was \$ 8.7 million.

This is a *preliminary estimate* and should not be considered the final results for 2012. The 2012 year-end results will be impacted significantly as departments close accounts for the year, and as the Office of the Comptroller prepares for the year-end audit.

**Options for Use of the Surplus**

There are three options that are available to the committee regarding the use of the 2012 projected surplus:

1. Allow the surplus to fall to the bottom line of 2012 which by State Statute then becomes part of the 2014 budget. In the fiscal year ended December 31, 2011, 43% of the surplus or \$5,538,786.03 fell to the bottom line and was applied to the 2013 Adopted Budget.

2. Deposit surplus into the debt reserve fund. At the end of fiscal 2011, 57% of the surplus or \$7,311,168.00 was moved into the debt reserve fund.
3. Establish and deposit the funds into a tax stabilization fund.

Any option above can be utilized as a stand-alone. In addition, options 1 and 2 may be combined, or options 2 and 3 can be combined; however, options 1 and 3 cannot be combined because the committee cannot allow funds to fall to the bottom line if it uses the tax stabilization fund option.

### **Tax Stabilization Fund**

If Milwaukee County should choose to create a tax stabilization fund, State Statute 59.60(13) would require the County to deposit into the fund its entire year-end surplus from the preceding year, as determined by the Comptroller by April 15 of each year.

Withdrawals from the tax stabilization fund largely would be limited to the annual budget adoption process for use in stabilizing the property tax rate in a given year. Use of these funds as part of the budget would require a three-quarters vote of the County Board, or a majority vote of the County Board if the County's total levy rate is projected to increase by more than 3% in the current fiscal year and the withdrawn funds would prevent an increase of more than 3%.

The County would be prohibited from using the fund to offset deficits that may occur in the course of a given year. State Statute 59.60(9) grants counties authority to use unappropriated surplus funds from the preceding fiscal year to meet a public emergency "affecting life, health, property or the public welfare."


### **Comptroller's Recommendation**

The Comptroller's recommendation is to allow \$5,500,000 to fall to the bottom line and be applied to the 2014 Budget. In addition, the remaining funds should be transferred to the debt service reserve.

It is also recommended that a review of the tax stabilization fund be conducted to determine its utility for Milwaukee County and any proposed changes to the statute to add flexibility to the fund.

**Committee Action**

This is an informational report only. This report should be referred to and reviewed by the Finance, Personnel and Audit Committee.

  
\_\_\_\_\_  
Scott B. Manske  
Comptroller

**Attachment**

cc: Chris Abele, County Executive  
Supervisor Willie Johnson, Jr., Co-Chairman, Finance, Audit and Personnel Committee  
Supervisor David Cullen, Co-Chairman, Finance, Audit and Personnel Committee  
Finance, Audit and Personnel Committee  
Don Tyler, Director, Department of Administrative Services  
Craig Kammholz, Fiscal and Budget Administrator  
Stephen Cady, Fiscal and Budget Analyst, County Board  
Carol Mueller, Head Committee Clerk, County Board  
Department Heads

## Annual Fiscal Report of Surplus/Deficit as of December 31, 2012

	2012 Projected Revenues	2012 Budgeted Net Revenues	2012 Revenue Variance	2012 Projected Expenditures	2012 Budgeted Net Expenditures	Expense Variance	%	Variance	Preliminary	
									Surplus (Deficit)	3rd Quarter 2012
<b>Legislative, Executive &amp; Staff</b>										
1000 County Board	548	6,165	(5,617)	6,176,904	6,417,039	240,135	-91%	4%	234,518	33,099
1001 Department of Audit				1,264,058	1,348,103	84,005	N/A	6%	84,005	6%
1040 Disadv Bus Development	66,620	45,000	21,620	876,624	933,476	56,852	48%	6%	78,472	6%
County Executive										
1011 General Office				1,180,159	1,197,310	17,151	N/A	1%	17,151	(2,932)
1021 Veterans Service	13,000	13,000		275,141	309,363	34,222	0%	11%	34,222	11%
1110 Civil Service Commission				11,648	13,821	2,173	N/A	16%	2,173	16%
1120 Personnel Review Board	1,365		1,365	227,023	281,204	54,181	N/A	19%	55,546	19%
1130 Corporation Counsel	149,488	155,000	(5,512)	1,352,265	1,549,984	297,719	-4%	18%	292,206	18%
1140 Human Resources	1,275,867	1,375,209	(99,322)	4,011,277	4,334,367	323,090	-7%	7%	223,768	7%
Dept of Administrative Services										
1019 Persons with Disabilities	186,125	142,034	44,091	1,020,242	1,007,739	(12,503)	31%	-1%	31,588	-1%
1135 Labor Relations				367,352	468,973	99,621	N/A	21%	99,621	21%
1150 Risk Management	6,553,078	8,199,237	(1,646,159)	6,559,969	8,405,098	1,845,129	-20%	22%	198,971	22%
1151 Fiscal Affairs Division	6,073	38,898	(32,825)	3,003,958	3,056,967	52,909	-84%	2%	20,085	2%
1152 Procurement				806,226	857,484	51,258	N/A	6%	51,238	6%
1160 Information Management Services	16,577,760	16,355,864	221,896	16,544,306	17,527,098	982,792	1%	6%	1,204,069	6%
1190 Economic Development	5,110,444	3,716,706	1,393,738	3,041,796	4,171,959	1,130,161	37%	27%	2,523,900	27%
Election Commission	53,814	80,500	(26,686)	1,580,939	1,607,038	26,099	-33%	2%	(987)	2%
3090 County Treasurer	3,980,692	3,205,250	775,442	1,081,645	1,511,159	449,514	24%	30%	1,224,956	30%
3270 County Clerk	455,792	470,500	(14,708)	752,593	757,994	5,401	-3%	1%	(9,307)	1%
3400 Registrar of Deeds	5,183,647	4,720,111	463,536	4,802,082	4,919,738	117,656	10%	2%	581,192	2%
Office of the Comptroller	77,098	38,514	38,584	2,469,554	2,637,729	178,175	100%	7%	216,760	7%
<b>Total Legislative, Executive &amp; Staff</b>	<b>39,691,433</b>	<b>38,561,988</b>	<b>1,129,445</b>	<b>57,376,402</b>	<b>63,411,523</b>	<b>6,035,121</b>	<b>3%</b>	<b>10%</b>	<b>6,947,806</b>	<b>1,603,494</b>
<b>Courts and Judiciary</b>										
2000 Combined Court Related Operations	8,993,823	9,735,878	(742,055)	37,391,815	38,369,565	977,750	-8%	3%	235,696	3%
2430 Dept. of Child Support Enforcement	18,532,715	19,432,309	(899,594)	19,580,212	20,469,070	888,858	-5%	4%	(10,736)	4%
2900 Courts - Pre-Trial Services	762,378	957,024	(194,647)	5,591,234	5,442,254	(148,980)	-20%	-3%	(343,626)	-3%
<b>Total Courts and Judiciary</b>	<b>28,288,916</b>	<b>30,125,211</b>	<b>(1,836,295)</b>	<b>62,563,260</b>	<b>64,280,889</b>	<b>1,717,629</b>	<b>-6%</b>	<b>3%</b>	<b>(118,666)</b>	<b>3%</b>
<b>Public Safety</b>										
4900 Medical Examiner	1,928,053	1,953,422	(25,369)	4,475,810	4,602,382	126,572	-1%	3%	101,213	3%
4000 Sheriff	17,749,666	18,808,132	(1,058,466)	141,345,745	142,344,214	998,469	-6%	1%	(59,997)	1%
4500 District Attorney	6,602,742	7,032,683	(429,941)	17,524,349	18,708,806	1,184,457	-6%	6%	754,515	6%
<b>Total Public Safety</b>	<b>26,280,470</b>	<b>27,794,237</b>	<b>(1,513,767)</b>	<b>163,345,904</b>	<b>165,655,402</b>	<b>2,309,498</b>	<b>-5%</b>	<b>1%</b>	<b>795,731</b>	<b>(2,671,767)</b>
<b>Non-Departmental's</b>										
1945 Contingency							N/A			
1950 Fringe Benefits	17,076,406	19,452,031	(2,375,625)	16,849,475	27,243,197	10,393,722	-12%	100%	950,306	100%
1991 Property Taxes	275,370,836	275,370,837	(1)				0%	38%	8,018,097	38%
1993 State Shared Revenue	31,069,060	30,890,224	178,836				1%	N/A	178,886	(1)
1996 Sales Taxes	64,295,039	64,000,890	294,159				0%	N/A	294,159	N/A
Other Non-Departmental	16,566,883	16,096,750	470,133	(386,829)	(1,841,393)	(1,454,564)	3%	79%	(984,431)	79%
<b>1900'S Total Non-Departmental</b>	<b>405,879,085</b>	<b>407,522,133</b>	<b>(1,643,048)</b>	<b>16,462,647</b>	<b>26,352,110</b>	<b>9,889,463</b>	<b>0%</b>	<b>38%</b>	<b>8,246,416</b>	<b>5,090,590</b>

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**COUNTY OF MILWAUKEE**  
INTEROFFICE COMMUNICATION

DATE : April 11, 2013 Update

TO : Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM : Craig Kammholz, Fiscal and Budget Director

SUBJECT : 2012 Report of Departmental Surpluses and Deficits

**Policy Issue:**

In the event of a surplus, State Statute 59.60 (5)(g) and County Ordinance 32.91 (4)(a)(3) allow the County to transfer surplus funds into a Debt Service Reserve. The transfer must have the approval of 2/3 of the voting members of the County Board.

Due to a positive fiscal projection for 2013, and fiscal uncertainties in 2015, the Department of Administrative Services (DAS) is recommending that the 2012 year-end surplus transfer to the Debt Service Reserve with the exception of \$5.0 million which, by State Statute, will be reserved for the 2014 operations budget.

**Annual Report of Surplus:**

Section 32.91 of the Milwaukee County Ordinances requires the Comptroller to submit a report on the County's financial results following the close of each fiscal year.

The 2012 fiscal year ended in a surplus. Based on discussions with the Comptroller, the unaudited projected surplus for 2012 is projected to be approximately \$24.6 million. The 2011 surplus was \$11.5 million, of which \$5.5 million was reserved for 2013 operations. An option available to the County is to transfer a portion of the 2012 surplus into the Debt Service Reserve, and therefore make it available to service outstanding debt, to offset any issues in the current fiscal year (2013) or future fiscal years.

*This report is a preliminary report of the annual results since the 2012 year-end audit has not been completed.*

**2012 Surplus:**

Under State Statute, the one-time annual surplus of the County is required to be applied against the tax levy requirements of the subsequent year's budget, in this case, the 2014 budget. It should be noted that the 2011 surplus that was applied to the 2013 budget was \$5.5 million and that to be sustainable long-term the County would have to regenerate that amount each and every year. To reduce the risk to the County of regenerating such sizable surpluses moving forward, it is recommended that the amount of surplus available to offset the subsequent year's budget be reduced to \$5.0 million.



**Funding Debt Service Reserve:**

The State Statute allows the County to transfer any portion of the annual surplus into a bond sinking fund: Debt Service Reserve. It is recommended that a portion of the annual surplus be applied to the County Debt Service Reserve.

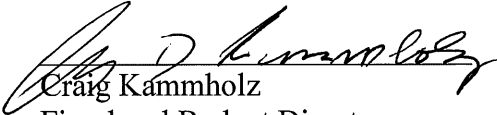
Based on initial reports from the Comptroller, the County is trending towards a surplus for 2013. This includes a projected surplus in Fringe Benefits of \$3.0 million and a Contingency Fund balance of \$4.6 million offset by a projected deficit in the Office of the Sheriff of \$0.7 million. However, the effects of the 2013 – 2015 State budget are still unknown and could negatively impact this projection.

Due to the fact that the 2013 County-wide projection is favorable, albeit early in the year, and due to the fact that current fiscal forecast projects a manageable gap in 2014 of approximately \$15.3 million, but a considerably larger gap for 2015, the DAS is recommending that the County place all but \$5.0 million of the 2012 County-wide surplus into the Debt Service Reserve, or approximately \$15.0 million.

By prudently placing the funds into the Debt Service Reserve, the funds would be available to offset potential deficits in future years. Should the County experience unforeseen expenditures, the Debt Service Reserve could offset any deficit in the current year. Based on the current financial forecast, the County will have a large gap in 2015 which could be softened by funding in the Debt Service Reserve.

**Recommendation:**

The DAS recommends the approval of the attached resolution to transfer all but \$5,000,000 of the 2012 year-end surplus to the Debt Service Reserve from the 2012 available surplus.



Craig Kammholz  
Fiscal and Budget Director

cc: Chris Abele, County Executive  
Don Tyler, Director of Administrative Services  
Finance, Audit and Personnel Committee  
Stephen Cady, Director of Research – County Board

1  
2  
3 From the Department of Administrative Services, requesting the transfer of excess funds from the 2012  
4 surplus to the Debt Service Reserve:  
5

6  
7 A RESOLUTION  
8

9 WHEREAS, the unaudited 2012 surplus for Milwaukee County is approximately \$24.6 million; and  
10

11 WHEREAS, State Statute and County Ordinance provide the County the ability to transfer surplus  
12 funds to a Reserve for the redemption of County bonded obligation; and  
13

14 WHEREAS, the Department of Administrative Services is recommending the transfer of all but \$5.0  
15 million to the Reserve for Debt Service, or approximately \$15.0 million; and  
16

17 WHEREAS, the remaining 2012 surplus of \$5,000,000 would be available for the 2014 budget, which  
18 is a decrease from the 2013 budgeted amount, but a more realistic and manageable future amount; and  
19

20 WHEREAS, The Comptroller anticipating year-end 2012 accruals and other reservations of  
21 approximately \$4.6 million; now, therefore,  
22

23 BE IT RESOLVED, that the Office of the Comptroller is authorized and directed to contribute all but  
24 \$5.0 million to the Debt Service Reserve for the financial statements for the year ended December 31,  
25 2012.  
26

27 FISCAL NOTE: Adoption of this resolution will increase the Debt Service Reserve by approximately  
28 \$15,000,000. This debt service reserve will potentially provide for tax levy savings of  
29 \$15,000,000 for future budget years.  
30

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** 4/11/13

Original Fiscal Note ☒

Substitute Fiscal Note ☐

**SUBJECT:** 2012 Report of Departmental Surpluses and Deficits

### FISCAL EFFECT:

- ☒ No Direct County Fiscal Impact
- ☐ Existing Staff Time Required
- ☐ Increase Operating Expenditures  
(If checked, check one of two boxes below)
- ☐ Absorbed Within Agency's Budget
- ☐ Not Absorbed Within Agency's Budget
- ☐ Decrease Operating Expenditures
- ☐ Increase Operating Revenues
- ☐ Decrease Operating Revenues
- ☐ Increase Capital Expenditures
- ☐ Decrease Capital Expenditures
- ☐ Increase Capital Revenues
- ☐ Decrease Capital Revenues
- ☐ Use of contingent funds

*Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.*

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

## DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. This action would move approx. \$15 million of the 2012 surplus to the Debt Service Reserve, and assumes \$4.6 million of accruals and other reservations in 2012.

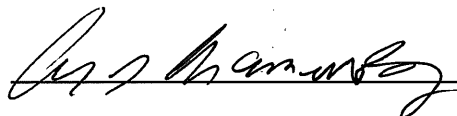
B. Undetermined at this time.

C. Undetermined at this time. However, this action would leave \$5 million available for the 2014 budget.

D. The exact amount of the 2012 surplus has not yet been finalized. The amounts cited are therefore approximate and based on data that is currently available.

Department/Prepared By Craig Kammholz

Authorized Signature



Did DAS-Fiscal Staff Review? ☒ Yes ☐ No

Did CBDP Review?<sup>2</sup> ☐ Yes ☐ No ☒ Not Required

<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

<sup>2</sup> Community Business Development Partners' review is required on all professional service and public work construction contracts.

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

**DATE** : April 9, 2013

**TO** : Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors

**FROM** : Craig Kammholz, Fiscal and Budget Administrator, DAS  
Scott Manske, Comptroller, Office of the Comptroller

**SUBJECT** : **Report of 2012 Carryovers to 2013 Fiscal Year**

**REQUEST**

The Department of Administrative Services (DAS) is requesting approval of the recommended expenditures and revenues to be carried over from 2012 to 2013 in accordance with Section 32.91 of the Milwaukee County General Ordinances (Section 32.91). The DAS is required by Section 32.91 to prepare an annual report on operating and capital carryovers.

**DISCUSSION**

For several years, the DAS has limited operating carryovers to those that are offset with non-County revenue or for extenuating circumstances. This policy has been continued for the 2012 carryover process.

**Operating Carryovers**

Operating budget capital outlay, equipment and major maintenance appropriations recommended to be carried over from 2012 to 2013 total \$7,798,968.00 (See attachment Schedule A: Appropriations – Capital Outlay/Equipment/Major Maintenance Carried Over From 2012-2013 for details). Revenues (Schedule B) recommended to be carried over total \$12,149,591.00. This compares to carryovers from 2011 to 2012 of \$4,291,150.00 and \$8,163,101.00, respectively.

The majority of the operating expenditure and revenue carryover amounts are for Community Development Block Grant projects within the HOME Grant, Community Development Block Grant and Revolving Loan Program projects within the Department of Health and Human Services – Housing Division.



Historically, the Housing Division has not budgeted the expenditure and revenues in the appropriate objects and accounts. This practice has continued without any direction toward correction. The DAS recommends that the Housing Division submit an appropriation transfer to reallocate the budgeted authority from the 2012 carryovers and the 2013 Adopted Budget to the appropriate expenditure objects and revenue accounts.

Attachment Schedule A: Appropriations – Capital Outlay/Equipment/Major Maintenance Carryovers Not Recommended for 2012 - 2013 reflects total operating major maintenance items of \$4,539,631.10 that have been lapsed to the general fund for 2012. This amount will be included in the year-end 2012 results.

### **Capital Carryovers**

Schedule C is included to summarize capital expenditures and revenues recommended to be carried over to 2013. Capital project fund expenditure appropriation carryovers from 2012 to 2013 total \$133,289,053.00 for corporate purpose projects. Associated revenues to be carried over total \$172,246,235.00. This compares to appropriation carryovers of \$108,109,865.18 for 2011 to 2012. The associated capital improvement revenue carryovers from a year ago totaled \$84,195,139.00.

Airport capital improvement expenditure and revenue carryovers from 2012 to 2013 total \$63,475,383.00 and \$97,430,494.00, respectively. Revenues exceed expenditure carryovers due primarily to the carryover of revenues associated with expenditures already encumbered. This compares to carryovers of \$97,731,455.00 in expenditures and \$128,136,862.55 in revenues for the Airport from 2011 to 2012.

### Lapsed Unspent Bonds

Unspent bond proceeds of \$2,008,558.72 from the lapsed capital projects will be deposited into the County's debt service reserve. In addition, the DAS will work with departments to develop an appropriation transfer to utilize the lapsed Build America Bonds.

### Airport Capital Results

The Airport will pay a contribution of \$1,892,181.44 to reconcile capital projects for deficits or revenue that has not been realized or booked in the capital projects. The contribution consists of \$542,493.43 in cash and \$1,349,688.01 in Airport bond proceeds.

### General Fund Impact from Capital Program

A schedule of capital improvement appropriations and revenues not recommended for carryover is also attached. Excluding Airport appropriations and revenues, \$334,431.05 of cash is required from the County's general fund in 2012 to offset deficits in various capital projects. The net cash deficit is primarily a result of unrealized revenue of



\$436,984.29 for Highway projects.

#### Highway Capital Projects

The Milwaukee County Department of Transportation – Highway Division (MCDOT) has been working to reconcile deficits for multiple capital projects, including reconciling payments to and from the State of Wisconsin as well as municipalities. The Highway capital project deficit is primarily due to shortfalls in funding for the Project WH010072 - South 13<sup>th</sup> Street (Rawson to College Avenue) and Project WH022012 - North 107<sup>th</sup> Street (Brown Deer to North County Line Road) projects. An appropriation transfer is submitted with the carryover report to reconcile the project deficit for the South 13<sup>th</sup> Street project and reconcile the revenue shortfall for North 107<sup>th</sup> Street project. The total amount of reallocated expenditure authority and revenues is \$4,514,000.

#### *South 13<sup>th</sup> Street Project (Rawson to College Avenue)*

The South 13<sup>th</sup> Street Project has a deficit of \$730,000. In addition, in 2011 an appropriation transfer was approved that reallocated \$1,610,504 in expenditure authority and \$1,288,403 in reimbursement revenue from South 13<sup>th</sup> Street to Kinnickinnic Parkway Bridge (\$707,955 in expenditure authority and \$566,364 in reimbursement revenue) and Lake Park Ravine Bridge (\$902,549 in expenditure authority and \$722,039 in reimbursement revenue). In 2011, the MCDOT-TSD projected a savings of approximately \$2 million. The \$2 million in savings did not materialize. Therefore, MCDOT is requesting the reallocation of \$730,000 in expenditure and \$184,000 in State revenue from various highway capital projects to complete the project. The attached appropriation transfers reallocates lapsed expenditure authority from the following Highway capital projects: College Avenue (13<sup>th</sup> to 20<sup>th</sup> Street), (\$150,000); Oak Creek Parkway Bridge #741 (\$80,000); West Silver Spring Drive North 124<sup>th</sup> Street (\$400,000) and West Silver Spring Drive Bridge (\$100,000).

#### *North 107<sup>th</sup> Street – Brown Deer to North County Line Road*

In 2009, \$701,000 was budgeted for planning for the North 107<sup>th</sup> Street roadway from Brown Deer to North County Line Road. In 2010, MCDOT indicated that Surface Transportation Program funding was not provided for three Highway capital projects. Therefore, the Department abandoned the projects until additional funding was available. The budgeted general obligation bonds would be reallocated as the match for the North 107<sup>th</sup> Street project.

An appropriation transfer of \$2,140,700 was approved to establish expenditure authority to construct the roadway, with \$1,296,700 in reimbursement revenue and \$656,000 in general obligation bonds. An additional \$2,359,300 was budgeted in 2013, with \$1,914,816 in reimbursement revenue and \$444,484 in general obligation bonds, to complete construction. In December of 2012, the Department indicated that the reimbursement revenue for the project would be reduced by \$1,100,000. Therefore, the attached appropriation transfer reduces the reimbursement revenue by \$1,100,000,



increases general obligation bonds by \$700,000 and decreases expenditure authority by \$400,000. The \$700,000 in general obligation bonds is obtained by decreasing expenditure authority for the Resurface West Oklahoma Avenue 108<sup>th</sup> Street project by \$1,400,000, decreasing reimbursement revenue by \$700,000 and decreasing general obligation bonds by \$700,000.

#### Unspent Bond Proceeds

As of year-end 2012, the estimated total unspent bond balance is \$44,239,151 for 219 capital projects. The Internal Revenue Service regulations dictate the expenditure of the bonds within three years. If the bonds are not expended, the County will have to pay a penalty or rebate if the investment rate is higher than the interest rate of the bonds. The payment would be equal to the percentage that the investment rate exceeds the interest rate of the bonds. For example, if the interest rate for the bonds is 4 percent and the earnings rate for investing the bonds is 5 percent, the County would have to pay the value of 1 investment rate percent to the IRS. If the investment rate is lower than the interest rate on the bonds, which is the current situation, the County does not incur a penalty or rebate, but is not in compliance with IRS regulation regarding expending the bonds. If the investment rates increase the County could incur a penalty or rebate.

The County would be limited in terms of the type of investments of bond proceeds that are beyond the IRS expenditure timeline. The bond proceeds cannot be invested in (i) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code), or (ii) investments constituting obligations of or guaranteed, directly or indirectly, by the United States of America (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (e.g., Refcorp Strips).

In the past, the County would use the unspent bonds to pay interest on the individual bonds. However, the majority of the unspent bonds are Build America Bonds (BABs). The BABs can be used to finance capital improvement projects only. The other bonds can be applied towards the interest cost on the specific bond issue as well as financing capital improvements projects.

The unspent bonds represent bond issues for the years 1999-2010. The estimated amount of unspent bonds for the bond issue years 1999-2008 total \$655,787. The majority of the unspent bonds are from 2009-2010 bond issues. The table below displays the bond issue and the deadline for expending the bonds. The 1999-2009 bonds issues total an estimated \$11,503,981 and should have been expended. The remaining estimated unspent bond balance of \$32,735,170 consists of 2010 bond issues, including \$17,992,596 in 2010A BABs and 2010B Promissory Notes with a deadline of May 13, 2013 and \$14,742,574 in 2010C BABs and 2010D Promissory Notes with a deadline of December 13, 2013.



Bond Issue	Expenditure Deadline	Unspent Bond Total
1999 Corporate Purpose	10-May-02	\$1,491
2000 Corporate Purpose	7-Mar-03	\$698
2006 Corporate Purpose	3-Apr-09	\$5,156
2007 Corporate Purpose	7-Jun-10	\$112,032
2008 Corporate Purpose	4-Jun-11	\$536,410
2009C Build America Bonds	12-Aug-12	\$2,825,097
2009D Promissory Notes	12-Aug-12	\$335,861
2009E Build America Bonds	19-Nov-12	\$7,379,197
2009F Promissory Notes	19-Nov-12	\$308,039
2010A Build America Bonds	13-May-13	\$17,327,001
2010B Promissory Notes	13-May-13	\$665,595
2010C Build America Bonds	10-Dec-13	\$14,235,295
2010D Promissory Notes	10-Dec-13	\$507,278
Total		\$44,239,151

Although the proceeds have not been expended within 3 years, the IRS expectation is that the County will proceed or demonstrate a consistent pattern of spending to reflect a commitment to implementing the projects. Therefore, projects where the County will not be able to demonstrate this consistent pattern or commitment shall have the bond proceeds reallocated to an existing project or new project that can.

The Office of the Comptroller met with departments to determine when the projects that are financed with the unspent bonds will be completed. Some of the projects are on hold. For projects that will not be completed in 2013, it may be prudent to reallocate the unspent bonds to the capital projects in the 2013 Adopted Capital Improvements Budget or other capital projects, particularly in the Five Year Capital Improvements Plan, to expend the bonds. This will reduce the bonding for the 2013 projects or future bond issues.

In an effort to avoid future non-compliance, the Office of the Comptroller will be meeting with departments monthly to discuss the status and update the timetable of the capital projects. Another review of projects status and expenditure plans will be conducted prior to issuing the bonds to finance the project. The Office of the Comptroller will report to Finance and Audit Committee any projects that are not in compliance with the IRS regulations and suggest compliance measures.

The table below lists projects with unspent bond balances of at least \$1,000,000. Eight (8) projects represent almost half of the estimated unspent bond balance, \$21,383,746 of \$44,239,151.

Project Number	Description	Bond	Unspent Bond Amount	Expenditure Deadline
WJ051012	HOC Security Camera System	2009E	\$1,139,220.01	19-Nov-09
WE033012	Behavioral Health Facility Renovation	2010A	\$10,017,769.00	13-May-10
WO606014	Rewire County Facilities	2010A	\$1,071,129.23	13-May-10
WZ083012	Zoo Pavement and Lighting	2010A	\$1,152,898.60	13-May-10
WO114052	Museum Facade Replacement	2010C	\$1,151,285.52	21-Dec-10
WO614014	Build Out Ten Sites To Digital	2010C	\$1,835,848.20	21-Dec-10
WP063022	Estabrook Dam Rehabilitation	2010C	\$1,706,621.60	21-Dec-10
WT026034	Bus Replacement Program (110)	2010C	\$3,308,973.62	21-Dec-10
	Total		\$21,383,745.78	

### Recommendation

The Department of Administrative Services recommends the carryover of \$7,798,967.71 in operating budget expenditures and \$12,149,590.38 in operating revenues, \$133,289,053.00 in expenditures and \$172,246,235.00 in revenues for corporate purpose projects, \$63,475,383.00 in expenditures and \$97,430,494.00 in revenues for airport capital projects. The recommendation for lapsed items consists of \$2,008,558.72 in unspent bonds to the debt service reserve and a negative cash balance of \$436,984.29 to the general fund. The recommended contribution from the Airport will consist of \$1,892,181.44 to reconcile capital projects for deficits or revenue that has not been realized or booked to the capital projects. In addition, \$4,514,000 in expenditure authority and revenues are recommended for reallocation to various Highway capital projects.

  
 Craig Kammholz  
 Fiscal and Budget Administrator

  
 Scott Manske  
 Comptroller

### Attachments

pc: Chris Abele, County Executive

Amber Moreen, Chief of Staff, Milwaukee County Executive

Kelly Bablitch, Chief of Staff, Milwaukee County Board

Pamela Bryant, Capital Finance Manager, Office of the Comptroller

Stephen Cady, County Board Fiscal and Budget Analyst

Department Heads

DAS-Fiscal Staff

(ITEM ) From Fiscal and Budget Administrator and Comptroller, submitting Report of 2012 Carryovers to 2013, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, Section 32.91(7) of the General Ordinances of Milwaukee County requires the Department of Administrative Services (DAS) to prepare an annual report to the Committee on Finance and Audit indicating those appropriation carryover requests concurred with and those recommended for denial; and

WHEREAS, the Finance, Personnel and Audit Committee reviews the Department of Administrative Services report and submits its recommendations to the County Board; and

WHEREAS, the final carryovers for 2012 to 2013 recommended by the DAS include \$7,798,968.00 in appropriations and \$12,149,591.00 in related revenues, and 133,289,053.00 of capital improvement appropriations including carryovers for the Airport and 172,246,235.00 of capital improvement revenues; and

WHEREAS, recommended lapsed expenditure appropriations and revenues for the capital projects fund of \$334,431.05 is required from the County's general fund and \$2,008,558.72 to the County's Debt Service Reserve; and

WHEREAS, Net expenditures and revenues from lapsed Airport projects total \$1,892,181.44, which reflects the lapsing of project expenditure deficits or unrealized revenues to the Airport's reserve. In addition, \$1,349,688.01 withdrawn from the Airport's accounts for revenue that has not been recorded and \$542,493.43 in cash will be allocated to the County; now therefore,

BE IT RESOLVED, that the carryovers from 2012 to 2013 recommended by the DAS and approved by the Finance, Personnel and Audit Committee are hereby approved; and

BE IT FURTHER RESOLVED, that the Department of Health and Human Services – Housing Division is directed to submit an appropriation transfer to realign the appropriate accounts; and

BE IT FURTHER RESOLVED, that the DAS is directed to process an appropriation transfer for Milwaukee County Department of Transportation – Highway Division to reallocate and budget expenditure authority and revenues for various Highway capital improvement projects; and

38           BE IT FURTHER RESOLVED, that a deficit of \$334,431.05 in cash from lapsed  
39 capital projects is lapsed to the general fund and \$2,008,558.72 in surplus bonds which  
40 are not eligible to be included in the determination of net surplus or to reconcile an  
41 arbitrage liability or shall be contributed to the Debt Service Reserve; and,

42

43           BE IT FURTHER RESOLVED, any Build America Bonds that are lapsed will be  
44 applied toward a bond eligible capital improvement project.



## MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 4/9/13

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Report of 2012 Carryovers to 2013 Fiscal Year

### FISCAL EFFECT:

- |  |  |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact  | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required  | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input type="checkbox"/> Absorbed Within Agency's Budget   | <input type="checkbox"/> Decrease Capital Revenues     |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget   |  |
| <input type="checkbox"/> Decrease Operating Expenditures   | <input type="checkbox"/> Use of contingent funds       |
| <input type="checkbox"/> Increase Operating Revenues   |  |
| <input type="checkbox"/> Decrease Operating Revenues   |  |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue	See Explanation	See Explanation.
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

## DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. The Department of Administrative Services (DAS) is requesting approval of the recommended expenditures and revenues to be carried over from 2011 to 2012 in accordance with Section 32.91(7) of the Milwaukee County General Ordinances (Section 32.91(7)). The Department of Administrative Services is required by Section 32.91(7) to prepare an annual report on operating and capital carryovers.

B. Approval of the carryovers will not provide additional expenditure authority. The purpose of the carryover is to allocate previously appropriated expenditure and revenues that have not been expended or encumbered to the new fiscal year. Encumbered amounts are automatically carried over, and therefore are not included in this request.

C. Operating budget capital outlay, equipment and major maintenance appropriations recommended to be carried over from 2012 to 2013 total \$7,798,968.00. Revenues recommended to be carried over total \$12,149,591.00.

Capital project fund expenditure appropriation carryovers from 2012 to 2013 total \$133,289,053.00 for corporate purpose projects. Associated revenues to be carried over total \$172,246,235.00. Airport capital improvement expenditure and revenue carryovers from 2011 to 2012 total \$63,475,383.00 and \$63,475,383.00, respectively.

Excluding Airport appropriations and revenues, \$436,984.29 of cash is required from the County's general fund in 2012 to offset deficits in various capital projects. The net cash deficit is primarily a result of unrealized revenue for Highway projects. Unspent bond proceeds of \$2,008,558.72 from the lapsed capital projects will be deposited into the County's debt service reserve. The majority of the bond proceeds are Build America Bonds and must be applied towards capital improvement projects.

<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.



The DAS is in the process of determining the Build America Bond amount. In addition, the DAS will work with departments to develop an appropriation transfer to utilize the lapsed Build America Bonds. In addition, an appropriation transfer is attached to reallocating or increasing \$4,514,000 in expenditure authority and revenues for various Highway capital projects.

Net expenditures and revenues from lapsed Airport projects total \$1,892,181.44, which reflects the lapsing of project expenditure deficits or unrealized revenues to the Airport's reserve. In addition, \$1,349,688.01 will be deposited in the Airport's Capital Improvements Reserve and \$542,493.43 in cash will be allocated to the County.

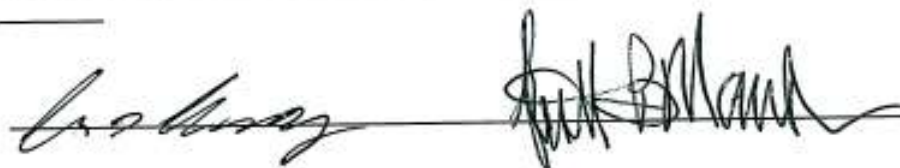
In addition, \$4,514,000 in expenditure authority and revenues are recommended for reallocation to various Highway capital projects.

For the unspent bonds that are past the IRS regulations for expending bond proceeds, the proceeds cannot be invested in (i) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code), or (ii) investments constituting obligations of or guaranteed, directly or indirectly, by the United States of America (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (e.g., Refcorp Strips).

D. N/A

Department/Prepared By Pamela Bryant

Authorized Signature



Did DAS-Fiscal Staff Review?



Yes



No

**Schedule A**

**Appropriations – Capital Outlay/Equipment/Major Maintenance  
Carried Over From 2012-2013**



**SCHEDULE A**  
**APPROPRIATIONS - CAPITAL OUTLAY/EQUIPMENT/MAJOR MAINTENANCE**  
**CARRIED OVER FROM 2012 - 2013**  
 (\* = Indicates Related Revenue Carryover - See Schedule B)

Description	Fund	LowOrg	Object	RevSrc	Activity	Budget Column Only	Department Totals
<b>COUNTY WIDE NON-DEPT</b>							
BUDGET ABATEMENT-CAP	0001	1985	8595			\$2,435,638.00	\$2,435,638.00
<b>AIRPORT, GMIA, TIMMERMAN</b>							
BLDG/STRUCTURES NEW-(CAP)	0076	5041	8501		A1AM	\$425,000.00	
OTHER BLDG IMPR'MT-(CAP)	0076	5041	8509			\$50,000.00	
COMPUTER EQUIPMENT-NEW	0076	5041	8557		A17C	\$185,000.00	
CAPITAL OUTLAY-CONTRA	0076	5041	8590			(\$1,040,046.00)	
BLDG/STRUCTURES NEW-(CAP)	0076	5046	8501		A19X	\$50,000.00	
MAJOR MAINT BLDG-(EXP)	0076	5051	8502			\$35,000.00	
MACH & EQUIP-REPL>\$2500	0076	5051	8551			\$40,000.00	
MACH & EQUIP-NEW>\$2500	0076	5051	8552			\$17,500.00	
CAPITAL OUTLAY-LEASE PURC	0076	5051	8587			\$50,000.00	
MACH & EQUIP-NEW>\$2500	0076	5064	8552			\$20,000.00	(\$167,546.00)
<b>TRANSIT/PARATRANSIT SYS</b>							
CAPITAL OUTLAY-CONTRA	0083	5605	8590			(\$1,395,592.00)	(\$1,395,592.00)
<b>DAS--FACILITIES MANAGEMENT</b>							
MAJOR MAINT-PERF CONTR-(EXP)	0031	5740	8503			\$26,623.00	\$26,623.00
<b>DAS--UTILITIES</b>							
MAJOR MAINT BLDG-(EXP)	0029	5748	8502			\$28,705.00	\$28,705.00
<b>DAS--FACILITIES MANAGEMENT</b>							
MAJOR MAINT-PERF CONTR-(EXP)	0031	6150	8503			\$264,189.00	\$264,189.00
<b>DHHS - BEHAVIORAL HEALTH DIV</b>							
MACH & EQUIP-REPL>\$2500	0077	6363	8551			\$25,000.00	
MACH & EQUIP-NEW>\$2500	0077	6363	8552			\$10,000.00	
MACH & EQUIP-REPL>\$2500	0077	6364	8551			\$25,000.00	
MACH & EQUIP-NEW>\$2500	0077	6364	8552			\$10,000.00	
MACH & EQUIP-NEW>\$2500	0077	6373	8552			\$22,000.00	
MACH & EQUIP-REPL>\$2500	0077	6443	8551			\$22,000.00	
MACH & EQUIP-NEW>\$2500	0077	6503	8552			\$51,000.00	
MAJOR MAINT BLDG-(EXP)	0077	6533	8502			\$77,000.00	\$242,000.00
<b>DEPARTMENT OF FAMILY CARE</b>							
OTH CAPITAL OUTLAY-(CAP)	0002	7991	8589			\$684,213.00	\$684,213.00
<b>DEPT HEALTH AND HUMAN SVCS</b>							
MAJOR MAINT BLDG-(EXP)	0001	8244	8502			\$19,000.00	
COMPUTER EQUIPMENT-NEW	0001	8305	8557			\$9,298.00	
REVOLVING ACCT-HOUSING	0001	8524	8779		3WMR	\$13,947.00	
REVOLVING ACCT-HOUSING	0001	8524	8779		3SUR	\$77,169.00	
REVOLVING ACCT-HOUSING	0001	8524	8779		3SMR	\$15,413.00	
REVOLVING ACCT-HOUSING	0001	8524	8779		3SBR	\$42,334.00	
REVOLVING ACCT-HOUSING	0001	8524	8779		3R28	\$862,545.00	
REVOLVING ACCT-HOUSING	0001	8524	8779		3OCR	\$171,936.00	
REVOLVING ACCT-HOUSING	0001	8524	8779		3M11	\$928,908.00	
REVOLVING ACCT-HOUSING	0001	8524	8779		3M10	\$1,031,803.00	
REVOLVING ACCT-HOUSING	0001	8524	8779		3M09	\$980,817.00	

## (\* = Indicates Related Revenue Carryover - See Schedule B)

TOTAL	\$7,798,968.00
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**Schedule B**

**Revenues – Related To Encumbrances/Capital Outlay/Equipment/Major Maintenance  
Carried Over From 2012-2013**

**SCHEDULE B**  
**REVENUES - RELATED TO ENCUMBRANCES/CAPITAL OUTLAY/EQUIPMENT/MAJOR MAINTENANCE**  
**CARRIED OVER FROM 2012 - 2013**  
 (\* = Indicates Related Revenue Carryover - See Schedule B)

Description	Fund	LowOrg	ADVANTAGE Coding Object RevSrc	Activity	Budget Column Only	Department Totals
<b>COUNTY WIDE NON-DEPT</b>						
CONTRIBUTION FRM RESERVES	0001	1985	4707		\$1,040,046.00	\$1,040,046.00
<b>SHERIFF</b>						
PERFORMANCE CONTRACT	0001	4372	4925	F3HC	\$1,798,350.00	\$1,798,350.00
<b>AIRPORT, GMIA, TIMMERMAN</b>						
UNDISTRIBUTED REVENUE	0076	5041	4995		\$2,048,386.00	\$2,048,386.00
<b>HIGHWAY MAINTENANCE</b>						
STATE TRUNK MAINTENANCE	0001	5190	2212		\$2,339.00	
ST EXPRESSWAY-GEN MAINTEN	0001	5190	2216		\$557.00	\$2,896.00
<b>FLEET MANAGEMENT</b>						
PERFORMANCE CONTRACT	0030	5300	4925		\$81,695.00	\$81,695.00
<b>TRANSIT/PARATRANSIT SYS</b>						
OTHER FED GRANTS & REIM	0083	5605	2699	T3VO	\$1,116,473.00	\$1,116,473.00
<b>DAS--UTILITIES</b>						
UTILITY FEE-STORM WATER	0029	5748	3569		\$27,505.00	
SERVICIES PROVIDED-STEAM	0029	5748	3839		\$1,200.00	\$28,705.00
<b>DEPT HEALTH AND HUMAN SVCS</b>						
HUD PROGRAM REVENUE	0001	8524	2631	3M09	\$980,817.00	
HUD PROGRAM REVENUE	0001	8524	2631	3M10	\$1,031,803.00	
HUD PROGRAM REVENUE	0001	8524	2631	3M11	\$921,873.00	
HUD PROGRAM REVENUE	0001	8524	2631	3M12	\$445,849.00	
HUD PROGRAM REVENUE	0001	8524	2631	3R28	\$862,545.00	
HUD PROGRAM REVENUE	0001	8524	2632	3M11	\$7,035.00	
HUD ADMINISTRATIVE REVENUE	0001	8524	2631		\$1,615,609.00	
HUD PROGRAM REVENUE	0001	8528	2631	3B12	\$1,798.00	
HUD PROGRAM REVENUE	0001	8528	2631	3C20	\$81,482.00	
HUD PROGRAM REVENUE	0001	8528	2631	3GH2	\$8,090.00	
HUD PROGRAM REVENUE	0001	8528	2631	3T1E	\$15,050.00	
HUD PROGRAM REVENUE	0001	8528	2631	3WC1	\$1,426.00	
HUD PROGRAM REVENUE	0001	8528	2631	3Y12	\$18,689.00	
HUD ADMINISTRATIVE REVENUE	0001	8528	2632	3AM2	\$36,672.00	
HUD ADMINISTRATIVE REVENUE	0001	8528	2632	3B11	\$4,302.00	
						\$6,033,040.00
<b>TOTAL</b>						\$12,149,591.00



**Schedule A**

**Appropriations – Capital Outlay/Equipment/Major Maintenance  
Denied Carryovers From 2012-2013**

**SCHEDULE A**  
**APPROPRIATIONS - CAPITAL OUTLAY/EQUIPMENT/MAJOR MAINTENANCE**  
**DENIED CARRYOVERS FROM 2012 - 2013**  
 (\* = Indicates Related Revenue Carryover - See Schedule B)

Description	Fund	LowOrg	Object	ADVANTAGE Coding RevSrc	Activity	Budget Column Only	Department Totals
<b><u>DAS--PERSONS WITH DISABILITIES</u></b>							
OTH CAPITAL OUTLAY-(CAP)	0001	1018	8589			(\$42,197.67)	
OTH CAPITAL OUTLAY-(CAP)	0001	1018	8589		DL15	\$78,000.00	
							\$35,802.33
<b><u>CORPORATION COUNSEL</u></b>							
COMPUTER EQUIPMENT-	0001	1131	8558			\$601.00	
							\$601.00
<b><u>HUMAN RESOURCES</u></b>							
MAJOR MAINT BLDG-(EXP)	0001	1141	8502			\$39.50	
							\$39.50
<b><u>DEPT ADMIN SVCS FISCAL AFFAIRS</u></b>							
MACH & EQUIP-REPL>\$2500	0001	1156	8551			\$29.00	
							\$29.00
<b><u>DAS--ECON &amp; COMM DEVELOPMENT</u></b>							
COMPUTER EQUIPMENT-	0001	1199	8558			(\$2,887.14)	
COMPUTER EQUIPMENT-	0001	1199	8558		A003	\$20,000.00	
							\$17,112.86
<b><u>STAFF NON-DEPT</u></b>							
COMPUTER EQUIPMENT-NEW	0001	1905	8557			\$229.00	
							\$229.00
<b><u>COUNTY WIDE NON-DEPT</u></b>							
BUDGET ABATEMENT-CAP	0001	1985	8595			\$1,838,219.00	
							\$1,838,219.00
<b><u>COMBINED COURT RELATED OPER</u></b>							
MACH & EQUIP-REPL>\$2500	0001	2421	8551			\$3,777.00	
							\$3,777.00
<b><u>DEPT OF CHILD SUPPORT</u></b>							
FURNITURES & FIXTR-REPL>\$2500	0001	2432	8556			\$102.00	
COMPUTER EQUIPMENT-NEW	0001	2432	8557			\$691.00	
COMPUTER EQUIPMENT-	0001	2432	8558			\$32,948.73	
COMPUTER EQUIPMENT-	0001	2442	8558			\$1,045.92	
							\$34,787.65
<b><u>COMBINED COURT RELATED OPER</u></b>							
MACH & EQUIP-REPL>\$2500	0001	2836	8551			\$3,551.04	
MACH & EQUIP-REPL>\$2500	0001	2841	8551			(\$7,806.25)	
MACH & EQUIP-REPL>\$2500	0001	2863	8551			(\$4,655.21)	
MACH & EQUIP-REPL>\$2500	0001	2864	8551			(\$3,948.96)	
							(\$12,859.38)
<b><u>SHERIFF</u></b>							
MACH & EQUIP-REPL>\$2500	0001	4016	8551			\$25,200.00	
MACH & EQUIP-NEW>\$2500	0001	4016	8552			\$3,075.00	
MACH & EQUIP-REPL>\$2500	0001	4021	8551			\$56,000.00	
MACH & EQUIP-NEW>\$2500	0001	4021	8552			\$11,531.00	
VEHICLES-REPLACEMENT	0001	4021	8554			\$3,000.05	
MACH & EQUIP-NEW>\$2500	0001	4037	8552			(\$4,599.00)	
MACH & EQUIP-REPL>\$2500	0001	4038	8551			\$38,000.00	
MACH & EQUIP-NEW>\$2500	0001	4038	8552			\$15,000.00	
COMPUTER EQUIPMENT-NEW	0001	4038	8557			(\$241.50)	
MACH & EQUIP-NEW>\$2500	0001	4052	8552			\$14,500.00	
MACH & EQUIP-NEW>\$2500	0001	4058	8552			\$1,600.00	
MACH & EQUIP-NEW>\$2500	0001	4064	8552			\$11,329.03	
VEHICLES-NEW	0001	4066	8553			(\$0.03)	

**SCHEDULE A**  
**APPROPRIATIONS - CAPITAL OUTLAY/EQUIPMENT/MAJOR MAINTENANCE**  
**DENIED CARRYOVERS FROM 2012 - 2013**  
 (\* = Indicates Related Revenue Carryover - See Schedule B)

Description	ADVANTAGE Coding				Activity	Budget Column Only	Department Totals
	Fund	LowOrg	Object	RevSrc			
OTHER BLDG IMPR'MT-(CAP)	0001	4315	8509			(\$7,854.18)	
MACH & EQUIP-REPL>\$2500	0001	4372	8551			\$1,574.35	
MACH & EQUIP-NEW>\$2500	0001	4372	8552			\$20,335.71	
MACH & EQUIP-REPL>\$2500	0001	4374	8551			(\$11,661.65)	
							\$192,383.78
<b>DISTRICT ATTORNEY</b>							
MAJOR MAINT BLDG-(EXP)	0001	4501	8502		D1G2	\$5,873.79	
MACH & EQUIP-REPL>\$2500	0001	4501	8551		D1G2	\$4,465.00	
VEHICLES-NEW	0001	4501	8553		D1G2	(\$574.00)	
FURNITURE & FIXTURES-	0001	4501	8555			\$2,000.00	
COMPUTER EQUIPMENT-NEW	0001	4501	8557		D1G2	\$4,716.56	
							\$16,481.35
<b>MEDICAL EXAMINER</b>							
MACH & EQUIP-NEW>\$2500	0001	4900	8552			\$22,295.63	
							\$22,295.63
<b>HIGHWAY MAINTENANCE</b>							
MAJOR MAINT LAND IMP-(EXP)	0001	5130	8528			\$11,615.00	
MAJOR MAINT LAND IMP-(EXP)	0001	5130	8528		WBF9	(\$49,767.41)	
MAJOR MAINT LAND IMP-(EXP)	0001	5130	8528		WHE8	(\$6,291.85)	
MAJOR MAINT LAND IMP-(EXP)	0001	5130	8528		WHE9	\$50,000.00	
MACH & EQUIP-REPL>\$2500	0001	5130	8551			(\$15,004.04)	
MACH & EQUIP-REPL>\$2500	0001	5180	8551		H500	(\$5,435.00)	
MACH & EQUIP-NEW>\$2500	0001	5180	8552		H500	(\$5,900.00)	
MAJOR MAINTENANCE-EQUIP	0001	5180	8559			\$20,400.00	
MAJOR MAINT BLDG-(EXP)	0001	5190	8502			\$16,414.00	
MAJOR MAINT LAND IMP-(EXP)	0001	5190	8528			\$10,000.00	
MACH & EQUIP-REPL>\$2500	0001	5190	8551			\$10,647.90	
MACH & EQUIP-REPL>\$2500	0001	5190	8551		H500	(\$24,758.00)	
COMPUTER EQUIPMENT-NEW	0001	5190	8557			\$5,600.00	
COMPUTER EQUIPMENT-NEW	0001	5190	8557		H500	(\$5,062.00)	
							\$12,458.60
<b>DEPARTMENT ON AGING</b>							
MACH & EQUIP-NEW>\$2500	0001	7932	8552			(\$10,133.97)	
MACH & EQUIP-NEW>\$2500	0001	7932	8552		A5SM	\$11,000.00	
FURNITURE & FIXTURES-	0001	7932	8555			(\$2,882.45)	
FURNITURE & FIXTURES-	0001	7932	8555		A5SM	\$3,000.00	
OTH CAPITAL OUTLAY-(CAP)	0001	7934	8589			\$6,815.84	
							\$7,799.42
<b>DEPT HEALTH AND HUMAN SVCS</b>							
MAJOR MAINT-PERF CONTR-(EXP)	0001	8244	8503			\$233,969.00	
MAJOR MAINT-PERF CONTR-(EXP)	0001	8244	8503		H0BE	(\$18,129.99)	
MACH & EQUIP-REPL>\$2500	0001	8244	8551			(\$4,624.00)	
COMPUTER EQUIPMENT-NEW	0001	8244	8557			(\$11,689.00)	
CAPITAL OUTLAY-LEASE PURC	0001	8244	8587		F3HA	\$46,663.00	
CAPITAL OUTLAY-LEASE PURC	0001	8244	8587		H9HA	(\$46,662.94)	
COMPUTER EQUIPMENT-NEW	0001	8305	8557			\$7,941.00	
COMPUTER EQUIPMENT-	0001	8305	8558			(\$7,940.82)	
COMPUTER EQUIPMENT-	0001	8521	8558			(\$644.00)	
COMPUTER EQUIPMENT-	0001	8528	8558			(\$644.00)	
MAJOR MAINT BLDG-(EXP)	0001	8921	8502			\$1,222.61	
MACH & EQUIP-REPL>\$2500	0001	8921	8551			(\$16,992.71)	
COMPUTER EQUIPMENT	0001	8921	8558			\$1,889.00	



**SCHEDULE A**  
**APPROPRIATIONS - CAPITAL OUTLAY/EQUIPMENT/MAJOR MAINTENANCE**  
**DENIED CARRYOVERS FROM 2012 - 2013**  
 (\* = Indicates Related Revenue Carryover - See Schedule B)

Description	ADVANTAGE Coding				Activity	Budget Column Only	Department Totals
	Fund	LowOrg	Object	RevSrc			
							\$184,358.15
<b><u>PARKS DEPARTMENT</u></b>							
OTH CAPITAL OUTLAY-(EXP)	0001	9035	8588		KREC	(\$2,800.00)	
OTH CAPITAL OUTLAY-(EXP)	0001	9036	8588		KGLF	(\$9,454.70)	
OTH CAPITAL OUTLAY-(EXP)	0001	9120	8588			\$615,952.00	
OTH CAPITAL OUTLAY-(EXP)	0001	9120	8588		KADM	(\$11,296.00)	
OTH CAPITAL OUTLAY-(EXP)	0001	9120	8588		KFCE	(\$211.75)	
OTH CAPITAL OUTLAY-(EXP)	0001	9125	8588			\$12,000.00	
OTH CAPITAL OUTLAY-(EXP)	0001	9125	8588		KBOY	(\$31,166.00)	
OTH CAPITAL OUTLAY-(EXP)	0001	9125	8588		KBYT	(\$10,998.54)	
OTH CAPITAL OUTLAY-(EXP)	0001	9125	8588		KPAL	(\$26,150.10)	
OTH CAPITAL OUTLAY-(EXP)	0001	9125	8588		KSCR	(\$1,990.00)	
OTH CAPITAL OUTLAY-(EXP)	0001	9125	8588		KWYL	(\$24,912.35)	
OTH CAPITAL OUTLAY-(EXP)	0001	9137	8588		KMSP	(\$14,947.10)	
OTH CAPITAL OUTLAY-(EXP)	0001	9155	8588			\$1,588.00	
OTH CAPITAL OUTLAY-(EXP)	0001	9155	8588		KPAL	(\$34,053.00)	
OTH CAPITAL OUTLAY-(EXP)	0001	9155	8588		KPWD	(\$38,200.00)	
OTH CAPITAL OUTLAY-(EXP)	0001	9155	8588		KSHB	(\$868.12)	
OTH CAPITAL OUTLAY-(EXP)	0001	9155	8588		KSVB	(\$804.58)	
OTH CAPITAL OUTLAY-(EXP)	0001	9155	8588		KWYL	(\$93,115.90)	
OTH CAPITAL OUTLAY-(EXP)	0001	9166	8588			\$7,062.00	
OTH CAPITAL OUTLAY-(EXP)	0001	9166	8588		KPRK	(\$6,596.77)	
OTH CAPITAL OUTLAY-(EXP)	0001	9166	8588		KRST	(\$14,760.00)	
MAJOR MAINT-PERF CONTR-(EXP)	0001	9167	8503			\$33,219.00	
MAJOR MAINT-PERF CONTR-(EXP)	0001	9167	8503		KPP7	(\$33,218.01)	
OTH CAPITAL OUTLAY-(EXP)	0001	9167	8588		KPSW	(\$7,571.00)	
OTH CAPITAL OUTLAY-(EXP)	0001	9167	8588		KPWD	(\$578.42)	
OTH CAPITAL OUTLAY-(EXP)	0001	9168	8588		KCOR	(\$19,393.17)	
OTH CAPITAL OUTLAY-(EXP)	0001	9168	8588		KGLF	(\$23,676.00)	
OTH CAPITAL OUTLAY-(EXP)	0001	9168	8588		KSTD	(\$9,995.00)	
OTH CAPITAL OUTLAY-(EXP)	0001	9176	8588			\$3,068.00	
OTH CAPITAL OUTLAY-(EXP)	0001	9199	8588			(\$12,756.48)	
OTH CAPITAL OUTLAY-(EXP)	0001	9199	8588		KPAL	(\$9,929.37)	
OTH CAPITAL OUTLAY-(EXP)	0001	9199	8588		KWYL	(\$82.56)	
OTH CAPITAL OUTLAY-(EXP)	0001	9420	8588			\$26,751.00	
OTH CAPITAL OUTLAY-(EXP)	0001	9420	8588		KLGN	(\$4,606.00)	
OTH CAPITAL OUTLAY-(EXP)	0001	9420	8588		KWYL	(\$1,935.00)	
CAPITAL OUTLAY-LEASE PURC	0001	9430	8587			\$158,124.36	
CAPITAL OUTLAY-LEASE PURC	0001	9430	8587		KPHA	(\$158,121.80)	
OTH CAPITAL OUTLAY-(EXP)	0001	9430	8588			\$41,390.00	
OTH CAPITAL OUTLAY-(EXP)	0001	9430	8588		KADM	(\$8,362.00)	
OTH CAPITAL OUTLAY-(EXP)	0001	9430	8588		KDME	(\$7,121.00)	
OTH CAPITAL OUTLAY-(EXP)	0001	9430	8588		KGLF	(\$2,801.95)	
OTH CAPITAL OUTLAY-(EXP)	0001	9430	8588		KPAL	(\$765.46)	
OTH CAPITAL OUTLAY-(EXP)	0001	9430	8588		KPCN	(\$4,200.00)	
OTH CAPITAL OUTLAY-(EXP)	0001	9430	8588		KPRK	(\$2,107.00)	
OTH CAPITAL OUTLAY-(EXP)	0001	9430	8588		KPSW	(\$10,334.89)	
OTH CAPITAL OUTLAY-(EXP)	0001	9430	8588		KREC	(\$1,006.64)	
OTH CAPITAL OUTLAY-(EXP)	0001	9430	8588		KWYL	(\$29,835.11)	
							\$228,432.59
<b><u>ZOOLOGICAL DEPARTMENT</u></b>							
	0001	9512	8551			\$4,500.00	



**SCHEDULE A**  
**APPROPRIATIONS - CAPITAL OUTLAY/EQUIPMENT/MAJOR MAINTENANCE**  
**DENIED CARRYOVERS FROM 2012 - 2013**  
 (\* = Indicates Related Revenue Carryover - See Schedule B)

Description	Fund	ADVANTAGE Coding			Activity	Budget Column Only	Department Totals
		LowOrg	Object	RevSrc			
MACH & EQUIP-REPL>\$2500	0001	9515	8551			\$30,000.00	
MACH & EQUIP-REPL>\$2500	0001	9522	8551			\$4,000.00	
MACH & EQUIP-NEW>\$2500	0001	9523	8552			\$12,000.00	
MACH & EQUIP-REPL>\$2500	0001	9524	8551			(\$8,694.97)	
MACH & EQUIP-NEW>\$2500	0001	9524	8552			(\$7,183.75)	
MAJOR MAINT BLDG-(EXP)	0001	9525	8502			\$105,063.74	
COMPUTER EQUIPMENT-	0001	9552	8558			\$1,200.00	
MACH & EQUIP-NEW>\$2500	0001	9553	8552			(\$3,500.00)	
MACH & EQUIP-REPL>\$2500	0001	9556	8551			\$12,000.00	
COMPUTER EQUIPMENT-NEW	0001	9556	8557			\$12,000.00	
CAPITAL OUTLAY-LEASE PURC	0001	9558	8587			\$187,852.00	
CAPITAL OUTLAY-LEASE PURC	0001	9558	8587		F3JC	(\$178,091.76)	
MACH & EQUIP-REPL>\$2500	0001	9582	8551			\$8,000.00	
MACH & EQUIP-NEW>\$2500	0001	9596	8552			\$169.21	
							\$179,314.47
<b>DEPARTMENT OF FAMILY CARE</b>							
MACH & EQUIP-NEW>\$2500	0002	7991	8552			\$10,000.00	
COMPUTER EQUIPMENT-	0002	7991	8558			\$1,881.39	
OTH CAPITAL OUTLAY-(CAP)	0002	7991	8589			(\$0.29)	
							\$11,881.10
<b>DAS - INFORMATN MNGMNT SVC DIV</b>							
CAPITAL OUTLAY-CONTRA	0026	1173	8590			\$7,249.04	
CAPITAL OUTLAY-CONTRA	0026	1176	8590			\$17,505.82	
							\$24,754.86
<b>DAS--UTILITIES</b>							
MAJOR MAINT BLDG-(EXP)	0029	5745	8502			\$10,000.00	
MAJOR MAINT BLDG-(EXP)	0029	5745	8502		F3Y0	\$4,595.50	
MAJOR MAINT BLDG-(EXP)	0029	5746	8502			\$594,032.15	
MAJOR MAINT BLDG-(EXP)	0029	5746	8502		F3UT	(\$383,430.43)	
MAJOR MAINT BLDG-(EXP)	0029	5746	8502		F3Y0	(\$210,218.01)	
CAPITAL OUTLAY-CONTRA	0029	5746	8590			\$62,962.87	
MAJOR MAINT BLDG-(EXP)	0029	5748	8502			\$1,295.00	
MAJOR MAINT BLDG-(EXP)	0029	5748	8502		F3UT	(\$9,711.53)	
MAJOR MAINT BLDG-(EXP)	0029	5748	8502		F3Y0	(\$6,486.46)	
							\$63,039.09
<b>FLEET MANAGEMENT</b>							
CAPITAL OUTLAY-LEASE PURC	0030	5300	8587			\$1.06	
							\$1.06
<b>DAS--FACILITIES MANAGEMENT</b>							
MAJOR MAINT BLDG-(EXP)	0031	5702	8502			\$70,000.00	
MAJOR MAINT BLDG-(EXP)	0031	5725	8502			\$9,776.00	
MAJOR MAINT BLDG-(EXP)	0031	5725	8502		F3CH	(\$36,979.00)	
MAJOR MAINT BLDG-(EXP)	0031	5725	8502		F3CJ	(\$100,185.00)	
MAJOR MAINT BLDG-(EXP)	0031	5725	8502		F3ME	(\$15,425.00)	
MAJOR MAINT BLDG-(EXP)	0031	5725	8502		F3SA	(\$1,360.00)	
MAJOR MAINT BLDG-(EXP)	0031	5725	8502		F3SB	(\$27,439.07)	
MAJOR MAINT BLDG-(EXP)	0031	5725	8502		F3W9	(\$2,395.01)	
MAJOR MAINT-PERF CONTR-(EXP)	0031	5725	8503			(\$2,559.00)	
CAPITAL OUTLAY-LEASE PURC	0031	5725	8587			\$195,171.36	
CAPITAL OUTLAY-LEASE PURC	0031	5725	8587		F3HA	(\$195,174.62)	
CAPITAL OUTLAY-LEASE PURC	0031	5725	8587		KPHA	\$31,729.00	
MAJOR MAINT BLDG-(EXP)	0031	5735	8502			\$2,968.00	



**SCHEDULE A**  
**APPROPRIATIONS - CAPITAL OUTLAY/EQUIPMENT/MAJOR MAINTENANCE**  
**DENIED CARRYOVERS FROM 2012 - 2013**  
 (\* = Indicates Related Revenue Carryover - See Schedule B)

Description	Fund	ADVANTAGE Coding			Activity	Budget Column	Department
		LowOrg	Object	RevSrc		Only	Totals
MAJOR MAINT BLDG-(EXP)	0031	5735	8502		F3CC	(\$787.33)	
MAJOR MAINT-PERF CONTR-(EXP)	0031	5735	8503			\$591,811.00	
MAJOR MAINT-PERF CONTR-(EXP)	0031	5735	8503		F3CC	(\$591,811.00)	
MAJOR MAINT BLDG-(EXP)	0031	5736	8502		F3W9	(\$28,912.38)	
MAJOR MAINT BLDG-(EXP)	0031	5738	8502			\$10,432.00	
MAJOR MAINT BLDG-(EXP)	0031	5738	8502		F3DA	(\$5,637.27)	
MAJOR MAINT BLDG-(EXP)	0031	5738	8502		F3DC	(\$2,596.22)	
MAJOR MAINT BLDG-(EXP)	0031	5738	8502		F3DX	(\$1,931.32)	
MAJOR MAINT BLDG-(EXP)	0031	5739	8502			\$2,137.00	
MAJOR MAINT BLDG-(EXP)	0031	5739	8502		F3M1	(\$1,465.00)	
MAJOR MAINT-PERF CONTR-(EXP)	0031	5740	8503			\$0.84	
MAJOR MAINT BLDG-(EXP)	0031	5741	8502			(\$4,100.00)	
MAJOR MAINT BLDG-(EXP)	0031	5741	8502		A003	\$120,000.00	
MAJOR MAINT LAND IMP-(EXP)	0031	5741	8528			(\$118,858.84)	
MAJOR MAINT LAND IMP-(EXP)	0031	5741	8528		A003	\$85,000.00	
MAJOR MAINT BLDG-(EXP)	0031	5742	8502			\$35,000.00	
MAJOR MAINT BLDG-(EXP)	0031	6150	8502		FG02	(\$43,177.90)	
MAJOR MAINT-PERF CONTR-(EXP)	0031	6150	8503			\$26,770.00	
							\$1.24

**AIRPORT, GMIA, TIMMERMAN**

BLDG/STRUCTURES NEW-(CAP)	0076	5041	8501			\$457,681.82	
BLDG/STRUCTURES NEW-(CAP)	0076	5041	8501		A1AM	(\$438,114.00)	
MAJOR MAINT BLDG-(EXP)	0076	5041	8502			(\$162,633.51)	
MAJOR MAINT BLDG-(EXP)	0076	5041	8502		A1AM	(\$1,677.78)	
MAJOR MAINT BLDG-(EXP)	0076	5041	8502		A1SU	(\$898.78)	
OTHER BLDG IMPR'MT-(CAP)	0076	5041	8509			\$100,000.00	
OTHER BLDG IMPR'MT-(CAP)	0076	5041	8509		A1AM	(\$10,000.00)	
LAND IMPROVEMENTS-(CAP)	0076	5041	8527			\$27,458.01	
LAND IMPROVEMENTS-(CAP)	0076	5041	8527		A1HL	(\$15,408.92)	
MAJOR MAINT LAND IMP-(EXP)	0076	5041	8528			\$222,463.00	
MAJOR MAINT LAND IMP-(EXP)	0076	5041	8528		A17M	(\$46,131.16)	
MAJOR MAINT LAND IMP-(EXP)	0076	5041	8528		A1LM	(\$6,424.33)	
MACH & EQUIP-REPL>\$2500	0076	5041	8551			\$121,336.00	
MACH & EQUIP-REPL>\$2500	0076	5041	8551		A1AM	(\$119,187.67)	
MACH & EQUIP-NEW>\$2500	0076	5041	8552			\$3,874.00	
MACH & EQUIP-NEW>\$2500	0076	5041	8552		A17C	(\$3,874.00)	
COMPUTER EQUIPMENT-NEW	0076	5041	8557			\$1,584,019.00	
COMPUTER EQUIPMENT-NEW	0076	5041	8557		A17C	(\$849,946.26)	
COMPUTER EQUIPMENT-NEW	0076	5041	8557		A1AM	(\$11,783.95)	
COMPUTER EQUIPMENT-NEW	0076	5041	8557		A1E0	(\$63,872.33)	
COMPUTER EQUIPMENT-NEW	0076	5041	8557		A1OP	(\$9,351.56)	
COMPUTER EQUIPMENT-NEW	0076	5041	8557		A1WQ	(\$101,579.11)	
COMPUTER EQUIPMENT-	0076	5041	8558			\$138,568.30	
COMPUTER EQUIPMENT-	0076	5041	8558		A176	(\$5,298.10)	
COMPUTER EQUIPMENT-	0076	5041	8558		A17C	(\$355,283.35)	
COMPUTER EQUIPMENT-	0076	5041	8558		A1A4	(\$235.28)	
COMPUTER EQUIPMENT-	0076	5041	8558		A1A5	(\$15,253.35)	
COMPUTER EQUIPMENT-	0076	5041	8558		A1AM	(\$3,998.45)	
CAPITAL OUTLAY-CONTRA	0076	5041	8590			\$43,093.04	
BLDG/STRUCTURES NEW-(CAP)	0076	5042	8501			\$3,132.00	
BLDG/STRUCTURES NEW-(CAP)	0076	5042	8501		A2L3	(\$3,131.21)	
MAJOR MAINT BLDG-(EXP)	0076	5042	8551			\$50,000.00	



**SCHEDULE A**  
**APPROPRIATIONS - CAPITAL OUTLAY/EQUIPMENT/MAJOR MAINTENANCE**  
**DENIED CARRYOVERS FROM 2012 - 2013**  
 (\* = Indicates Related Revenue Carryover - See Schedule B)

Description	ADVANTAGE Coding				Activity	Budget Column Only	Department Totals
	Fund	LowOrg	Object	RevSrc			
CAPITAL OUTLAY-CONTRA	0076	5042	8590			(\$50,000.00)	
MAJOR MAINT BLDG-(EXP)	0076	5045	8502			\$132,023.00	
MAJOR MAINT BLDG-(EXP)	0076	5045	8502		A1PK	(\$126,131.18)	
OTHER BLDG IMPR'MT-(CAP)	0076	5045	8509			\$125,000.00	
LAND IMPROVEMENTS-(CAP)	0076	5045	8527			\$198,500.00	
LAND IMPROVEMENTS-(CAP)	0076	5045	8527		A1PK	(\$192,995.00)	
MAJOR MAINT LAND IMP-(EXP)	0076	5045	8528			\$350,000.00	
MACH & EQUIP-NEW>\$2500	0076	5045	8552			\$557.00	
CAPITAL OUTLAY-CONTRA	0076	5045	8590			\$68,938.00	
BLDG/STRUCTURES NEW-(CAP)	0076	5046	8501			\$97,196.00	
BLDG/STRUCTURES NEW-(CAP)	0076	5046	8501		A19X	(\$75,426.41)	
BLDG/STRUCTURES NEW-(CAP)	0076	5046	8501		A19Y	(\$20,823.26)	
MAJOR MAINT BLDG-(EXP)	0076	5046	8502			\$102,630.00	
MAJOR MAINT BLDG-(EXP)	0076	5046	8502		A19X	(\$5,070.88)	
CAPITAL OUTLAY-CONTRA	0076	5046	8590			(\$50,000.00)	
MAJOR MAINT BLDG-(EXP)	0076	5051	8502			\$90,112.76	
MAJOR MAINT BLDG-(EXP)	0076	5051	8502		A11A	(\$2,284.57)	
MAJOR MAINT BLDG-(EXP)	0076	5051	8502		A1MJ	(\$22,734.80)	
MAJOR MAINT BLDG-(EXP)	0076	5051	8502		A1S1	(\$8,408.56)	
MAJOR MAINT BLDG-(EXP)	0076	5051	8502		A1SB	(\$1,695.58)	
MAJOR MAINT BLDG-(EXP)	0076	5051	8502		A1SD	(\$746.93)	
MAJOR MAINT BLDG-(EXP)	0076	5051	8502		A1SL	(\$20,725.00)	
OTHER BLDG IMPR'MT-(CAP)	0076	5051	8509			\$428,461.00	
OTHER BLDG IMPR'MT-(CAP)	0076	5051	8509		A17F	(\$208,217.24)	
OTHER BLDG IMPR'MT-(CAP)	0076	5051	8509		A1E1	(\$84,005.29)	
OTHER BLDG IMPR'MT-(CAP)	0076	5051	8509		A1E6	(\$35,109.00)	
OTHER BLDG IMPR'MT-(CAP)	0076	5051	8509		A1EV	(\$3,990.00)	
OTHER BLDG IMPR'MT-(CAP)	0076	5051	8509		A1MJ	(\$21,503.00)	
OTHER BLDG IMPR'MT-(CAP)	0076	5051	8509		A1SL	(\$5,720.55)	
LAND IMPROVEMENTS-(CAP)	0076	5051	8527			\$290,114.00	
LAND IMPROVEMENTS-(CAP)	0076	5051	8527		A17M	(\$107,200.95)	
LAND IMPROVEMENTS-(CAP)	0076	5051	8527		A1HL	(\$204.00)	
MAJOR MAINT LAND IMP-(EXP)	0076	5051	8528			\$92,534.04	
MACH & EQUIP-REPL>\$2500	0076	5051	8551			\$299,427.00	
MACH & EQUIP-REPL>\$2500	0076	5051	8551		A1E0	(\$45,316.28)	
MACH & EQUIP-REPL>\$2500	0076	5051	8551		A1E3	(\$5,412.50)	
MACH & EQUIP-REPL>\$2500	0076	5051	8551		A1E6	(\$112,059.23)	
MACH & EQUIP-REPL>\$2500	0076	5051	8551		A1H4	(\$18,737.06)	
MACH & EQUIP-REPL>\$2500	0076	5051	8551		A1M3	(\$15,327.00)	
MACH & EQUIP-REPL>\$2500	0076	5051	8551		A1M5	(\$13,807.00)	
MACH & EQUIP-REPL>\$2500	0076	5051	8551		A1SL	(\$70,600.00)	
MACH & EQUIP-REPL>\$2500	0076	5051	8551		A1SV	(\$13,955.71)	
MACH & EQUIP-NEW>\$2500	0076	5051	8552			\$14,769.00	
MACH & EQUIP-NEW>\$2500	0076	5051	8552		A1FF	(\$157.62)	
MACH & EQUIP-NEW>\$2500	0076	5051	8552		A1M3	(\$14,562.80)	
CAPITAL OUTLAY-LEASE PURC	0076	5051	8587			\$879,320.00	
CAPITAL OUTLAY-LEASE PURC	0076	5051	8587		A1M3	(\$72,020.00)	
CAPITAL OUTLAY-CONTRA	0076	5051	8590			(\$1,522,749.14)	
MAJOR MAINT LAND IMP-(EXP)	0076	5055	8528			\$195,309.75	
MAJOR MAINT LAND IMP-(EXP)	0076	5055	8528		A1EV	(\$69,813.00)	
MAJOR MAINT LAND IMP-(EXP)	0076	5055	8528		A1HL	(\$61,626.55)	
MACH & EQUIP-REPL>\$2500	0076	5061	8551			\$50,000.00	

**SCHEDULE A**  
**APPROPRIATIONS - CAPITAL OUTLAY/EQUIPMENT/MAJOR MAINTENANCE**  
**DENIED CARRYOVERS FROM 2012 - 2013**  
 (\* = Indicates Related Revenue Carryover - See Schedule B)

Description	ADVANTAGE Coding				Activity	Budget Column Only	Department Totals
	Fund	LowOrg	Object	RevSrc			
MACH & EQUIP-NEW>\$2500	0076	5061	8552			\$207,000.00	
MACH & EQUIP-NEW>\$2500	0076	5061	8552		A107	(\$38,800.00)	
CAPITAL OUTLAY-CONTRA	0076	5061	8590			(\$120,000.00)	
MAJOR MAINT BLDG-(EXP)	0076	5062	8502			\$54,493.00	
MAJOR MAINT BLDG-(EXP)	0076	5062	8502		A1FF	(\$54,493.00)	
MACH & EQUIP-REPL>\$2500	0076	5062	8551			\$45,000.00	
MACH & EQUIP-REPL>\$2500	0076	5062	8551		A1FF	(\$23,600.03)	
MACH & EQUIP-NEW>\$2500	0076	5062	8552			\$29,568.00	
MACH & EQUIP-NEW>\$2500	0076	5062	8552		A17C	(\$31,746.88)	
MACH & EQUIP-NEW>\$2500	0076	5062	8552		A1F0	(\$5,794.15)	
MACH & EQUIP-NEW>\$2500	0076	5062	8552		A1FF	(\$19,532.81)	
CAPITAL OUTLAY-CONTRA	0076	5062	8590			(\$40,507.19)	
MACH & EQUIP-NEW>\$2500	0076	5064	8552			\$65,000.00	
CAPITAL OUTLAY-CONTRA	0076	5064	8590			(\$85,000.00)	
							\$844,904.47
<b>DHHS - BEHAVIORAL HEALTH DIV</b>							
COMPUTER EQUIPMENT-NEW	0077	6312	8557			\$29,027.76	
MACH & EQUIP-NEW>\$2500	0077	6336	8552			(\$1,638.87)	
COMPUTER EQUIPMENT-NEW	0077	6336	8557			(\$2,068.62)	
COMPUTER EQUIPMENT-	0077	6336	8558			(\$2,673.00)	
MACH & EQUIP-REPL>\$2500	0077	6373	8551			\$13,286.00	
MACH & EQUIP-NEW>\$2500	0077	6373	8552			\$1,885.15	
MACH & EQUIP-REPL>\$2500	0077	6383	8551			\$9,693.50	
MACH & EQUIP-NEW>\$2500	0077	6404	8552			\$0.50	
MACH & EQUIP-REPL>\$2500	0077	6443	8551			\$28,001.00	
MACH & EQUIP-NEW>\$2500	0077	6503	8552			\$76.00	
MAJOR MAINT BLDG-(EXP)	0077	6514	8502			(\$24,174.41)	
MAJOR MAINT BLDG-(EXP)	0077	6532	8502			\$10,170.48	
MACH & EQUIP-REPL>\$2500	0077	6532	8551			\$408.48	
MAJOR MAINT BLDG-(EXP)	0077	6533	8502			\$13,255.37	
MAJOR MAINT BLDG-(EXP)	0077	6556	8502			(\$2,460.00)	
COMPUTER EQUIPMENT-NEW	0077	6556	8557			(\$80,069.00)	
MACH & EQUIP-REPL>\$2500	0077	6671	8551			(\$9,579.17)	
COMPUTER EQUIPMENT-NEW	0077	6672	8557			\$4,000.00	
MACH & EQUIP-REPL>\$2500	0077	6673	8551			\$24,409.07	
							\$11,550.24
<b>TRANSIT/PARATRANSIT SYS</b>							
MAJOR MAINT BLDG-(EXP)	0083	5605	8502			\$10,440.15	
MAJOR MAINT LAND IMP-(EXP)	0083	5605	8528			\$13,616.35	
MACH & EQUIP-REPL>\$2500	0083	5605	8551			\$0.90	
COMPUTER EQUIPMENT-NEW	0083	5605	8557			\$86,000.00	
COMPUTER EQUIPMENT-	0083	5605	8558			(\$1,638.91)	
CAPITAL OUTLAY-CONTRA	0083	5605	8590			\$713,818.60	
							\$822,237.09

**TOTAL**

**\$4,539,631.10**



**Schedule C**  
**Capital Improvement Carryovers**  
**2012 Carryover to 2013**

**Capital Improvement Carryovers  
2012 Carryover to 2013**

		<b>Expenditures</b>	<b>Revenues</b>
	<b>HIGHWAYS &amp; BRIDGES</b>		
WH001	TRAFFIC HAZARD ELIMINATION PRO	\$54,218.00	\$0.00
WH002	Congestion Mitigation & Air Qu	\$347,265.00	\$284,576.00
WH010	W. COLLEGE AVE. 51ST TO 27TH	\$6,445,307.00	\$5,761,702.00
WH020	MAJOR REHABILITATION	\$938,445.00	\$2,167,479.00
WH022	N. 107TH ST. BROWN DEER TO NCL	\$2,116,927.00	\$1,621,784.00
WH023	WEST MILL ROAD 84TH TO 91ST	\$556,458.00	\$1,391,578.00
WH030	BRIDGE REPLACEMENT PROGRAM	\$1,264,306.00	\$1,054,824.00
WH080	BRIDGE REHABILITATION	\$267,770.00	\$610,844.00
WH082	WEST RAWSON AVENUE	\$209,589.00	\$2,280,999.00
WH083	W SILVER SPRING DRIVE	\$92,996.00	\$20,886.00
WH084	SOUTH 76TH STREET	\$1,919.00	\$24,650.00
WH086		\$433,132.00	\$736,451.00
WH089	13TH ST. & PUETZ INTERSECTION	\$0.00	\$300,000.00
WH201	COUNTY HIGHWAY ACTION PROGRAM	\$6,648.00	\$28,290.00
WH222	NATIONAL HIGHWAY SYSTEM	\$14,852.00	\$135,861.00
	Total Highways & Bridges	\$12,749,832.00	\$16,419,924.00
	<b>MASS TRANSIT</b>		
WT026	BUS REPLACEMENT PROGRAM (110)	\$0.00	\$18,926,178.00
WT027	FARE BOX RENOVATION	\$88,815.00	\$6,906,412.00
WT040	NEW ANNUNCIATORS	\$125,653.00	\$2,148,954.00
WT071	BUS PROTECTOR SHIELDS	\$745,000.00	\$596,000.00
	Total Mass Transit	\$959,468.00	\$28,577,544.00
	<b>AIRPORT</b>		
WA005	GMIA - MASTER PLAN UPDATE	\$11,760.00	\$11,760.00
WA042	GMIA BAG CLAIM REMODELING	\$1,100,092.00	\$4,745,752.00
WA044	INLINE BAGGAGE CLAIM	\$14,986,198.00	\$27,267,529.00
WA061	E CONCOURSE STEM REMODELING	\$315,613.00	\$331,087.00
WA064	PHASE II MITIGATION PROGRAM	\$5,193,354.00	\$8,782,038.00
WA072	LJT RW & TW REHABILITATION	\$958,025.00	\$1,036,991.00
WA094	RUNWAY SAFETY AREA IMPRVMENTS-R	\$2,833,969.00	\$4,062,648.00
WA095	TERMINAL CABLE TRAY SYSTEM	\$20,525.00	\$26,774.00
WA096	PARKING STRUCTURE RELIGHTING	\$1,361,131.00	\$1,380,744.00
WA108	HVAC REPLACEMENTS	\$203,278.00	\$1,241,809.00
WA122	AIRFIELD PAVEMENT REHABILITATI	\$4,682.00	\$349,151.00
WA123	GMIA-AIRFIELD SAFETY IMPROVEME	\$0.00	\$119,395.00
WA124	GRND PWER/PRECON AIR UNITS	\$955,028.00	\$1,149,366.00
WA125	SECURITY & WILDLIFE DETER PERI	\$227,728.00	\$391,639.00
WA130	PART 150 NOISE BARRIER STUDY	\$5,634.00	\$356,000.00
WA131	PART 150 RAMPL ELECTRIFICATION	\$458,000.00	\$458,000.00
WA133	CONCOURSE D HAMMERHD RESTRM RE	\$1,177,092.00	\$1,236,277.00
WA135	GMIA RUNWAY 1L-19R & 7R-25L IN	\$2,406,377.00	\$3,015,235.00
WA139	GMIA - REDUNDANT MAIN ELECTRIC	\$7,576,450.00	\$7,886,500.00
WA141	GMIA TRAINING FACILITY	\$850,343.00	\$2,726,370.00
WA147	DEICING PADS-COLLECT AT CARGO	\$84,473.00	\$84,473.00
WA148	FLEET MAINTENANCE EXPANSION	\$3,135,631.00	\$3,466,000.00
WA151	PART 150 STUDY - NOISE MONITOR	\$2,140,000.00	\$2,140,000.00
WA152	PART 150 STUDY - VACANT LAND A	\$1,560,000.00	\$1,560,000.00
WA153	GMIA PURCHASE OF NON-COUNTY OW	\$9,724,740.00	\$10,500,000.00
WA154	RUNWAY IMPROVEMENTS	\$0.00	\$2,249.00
WA160	AIRPORT NARROWBANDING	\$0.00	\$2,000,000.00
WA161	GMIA TERMINAL ROADWAY SIGNAGE	\$2,744,944.00	\$2,865,791.00
WA162	GMIA CESSNA SERVICE APRON RECO	\$1,115,062.00	\$1,115,062.00
WA163	PERIMETER RD BRIDGE-HOWARD AVE	\$1,738,200.00	\$5,488,237.00
WA166	GMIA PERIMETER ROAD EXTENSION	\$424,483.00	\$774,104.00
WA167	GMIA TERMINAL ESCALATOR REPLAC	\$33,713.00	\$591,544.00
WA169	LJT RUNWAY AND TAXIWAY LIGHTS	\$46,998.00	\$98,190.00
WA173	GMIA FUEL FARM ELECTRICAL SERV	\$75,998.00	\$133,920.00
WA175	C CONCOURSE CHECKPOINT EXP	\$205,862.00	\$55,859.00

**Capital Improvement Carryovers  
2012 Carryover to 2013**

	Expenditures	Revenues
Total Airport	\$63,475,383.00	\$97,430,494.00
<b>ENVIRONMENTAL</b>		
WV009 COUNTYWIDE SANITARY SEWER REP	\$135,576.00	\$0.00
WV012 POND AND LAGOON DEMONSTRATION	\$1,555.00	\$0.00
WV014 DRETZKA PK GRNDWATER AND SOIL	\$15,000.00	\$0.00
WV017 DOYE LANDFILL EXTRACTION SYSTE	\$8,117.00	\$0.00
WV018 UNDERGROUND STORAGE TANKS UPGR	\$158,397.00	\$0.00
Total Environmental	\$318,645.00	\$0.00
<b>PARKS</b>		
WO060 DOCTOR PARK - PARKING LOT	\$182,896.00	\$0.00
WP057 DOG PARKS PHASE 2	\$2,590.00	\$0.00
WP063 ESTABROOK DAM REHABILITATION	\$1,600,660.00	\$0.00
WP070 BROWN DEER PARK GOLF COURSE AS	\$984,047.00	\$800,000.00
WP090 AQUATIC INFRASTRUCTURE IMPROV	\$266,828.00	\$0.00
WP129 BASKETBALL COURTS	\$868,339.00	\$0.00
WP131 OAK LEAF TRAIL	\$3,699,441.00	\$2,896,785.00
WP143 MITCHELL PARK GREENHOUSE	\$14,437,994.00	\$14,825,000.00
WP147 SHERMAN PARK BOYS AND GIRLS CL	\$19,844.00	\$0.00
WP153 RIVERSIDE PARK IMPROVEMENTS	\$0.00	\$511,509.00
WP167 PKS COUNTWIDE RESTROOM RENOVAT	\$170,559.00	\$0.00
WP170 BIKE TRAILS AND WALKWAY REHAB	\$58,315.00	\$0.00
WP172 PKS INFRA IMPROVEMENTS	\$598,823.00	\$21,000.00
WP173 HOYT PARK POOL IMPROVEMENTS	\$22,729.00	\$0.00
WP181 LAKE PRK SOUTH LIONS BRDG REPL	\$16,426.00	\$0.00
WP190 SOUTH SHORE BEACH RELOCATION	\$1,064.00	\$40,000.00
WP191 MOODY POOL RENOVATION	\$2,038,622.00	\$2,048,460.00
WP192 COUNTYWIDE PARKS FEMA IMP	\$35,380.00	\$90,000.00
WP200 JACKSON BOAT HOUSE ROOF	\$105,998.00	\$0.00
WP202 MLK JR. COMMUNITY CENTER HVAC	\$1,654,899.00	\$1,654,920.00
WP227 GRANT PARK PEDESTRIAN BRIDGES	\$1,626.00	\$0.00
WP228 BOAT LAUNCH PIERS REPLACEMENT	\$27,602.00	\$55,913.00
WP229 DINEEN PARKING LOT AND WALKWAY	\$23,741.00	\$0.00
WP230 OAKWOOD GC CLUBHOUSE ROOF	\$16,181.00	\$0.00
WP232 OAK LEAF TRAIL REHAB AT MEAUX	\$112,016.00	\$104,550.00
WP251 PARKS MAINTENANCE SHOP ROOF	\$114,075.00	\$0.00
WP252 ROOT RIVER PRKWY LIGHTING SYST	\$160,595.00	\$0.00
WP271 JOHNSON PARK PAVILION	\$380,000.00	\$380,000.00
WP275 MENOMONEE RIVER PRKWY WETLANDS	\$218,403.00	\$220,000.00
WP276 MCKINLEY MARINA BMPS AND WQI	\$92,392.00	\$100,000.00
WP279 PARK WALKWAYS PROGRAM	\$125,000.00	\$125,000.00
WP281 SCOUT LAKE PAVILION ROOF REPL	\$34,367.00	\$0.00
Total Parks	\$28,069,452.00	\$23,873,137.00
<b>MCKINLEY MARINA</b>		
Total Mckinley Marina	\$0.00	\$0.00
<b>MUSEUM</b>		
WM005 MUSEUM AIR HANDLING AND PIPING	\$32,031.00	\$0.00
Total Museum	\$32,031.00	\$0.00
<b>ZOO</b>		
WZ014 ZOO INFRASTRUCTURE IMPROVEMENT	\$13,464.00	\$100,000.00
WZ029 Special Exhibits Roof	\$436.00	\$44,600.00
WZ038 PECK CENTER HVAC REPLACEMENT	\$9,425.00	\$0.00
WZ040 POLAR BEAR & SEAL EXHIBIT STRU	\$8,314.00	\$0.00
WZ042 PRIMATE HSE FIRE & SMKE DETECT	\$448.00	\$0.00
WZ045 AHC ELECTRICAL SERV EXTENSION	\$4,241.00	\$0.00
WZ058 WINTER QUARTERS BARN RENOVATIO	\$2,548.00	\$0.00



**Capital Improvement Carryovers  
2012 Carryover to 2013**

		<b>Expenditures</b>	<b>Revenues</b>
			\$0.00
WZ063	WINTER QUARTERS MAIN ROOF REPL	\$584,491.00	\$0.00
WZ067	ZOO SEAL LION POOL COATING	\$19,347.00	\$0.00
WZ073	ZOO SOUTH END SERVICE GARAGE	\$55,768.00	\$0.00
WZ078	ELEPHANT YARD SHADING STRUCT.	\$3,409.00	\$0.00
WZ083	ZOO PAVEMENT AND LIGHTING	\$1,113,097.00	\$0.00
WZ089	ZOO SOUTH END HAY BARN ROOF	\$177,480.00	\$0.00
WZ093	ZOO STORM DRAINS AND MANHOLES	\$1,964.00	\$0.00
WZ099	ZOO ARC CHIMNEY BASES REHAB	\$8,597.00	\$0.00
WZ100	ELEPHANT SVC AREA UTILITY PROT	\$100,895.00	\$0.00
WZ107	BEAR SERVICE AREA IMPROVEMENTS	\$177,427.00	\$0.00
WZ600	ZOO MASTER PLAN	\$100,000.00	\$50,000.00
	Total Zoo	\$2,381,351.00	\$194,600.00
	<b>BHD</b>		
WE033	BEHAVIORAL HEALTH FACILITY	\$10,751,833.00	\$0.00
	Total Bhd	\$10,751,833.00	\$0.00
	<b>HUMAN SERVICES</b>		
WS032	Variable Air Volume-Coggs	\$11,977.00	\$0.00
WS034	WASHNGTN PK SR CTR - ROOF REPL	\$8,771.00	\$0.00
	Total Human Services	\$20,748.00	\$0.00
	<b>CENTRAL SERVICES</b>		
WG012	Waterspheroid Tank	\$236,758.00	\$0.00
	Total Central Services	\$236,758.00	\$0.00
	<b>COURTHOUSE COMPLEX</b>		
WC013	CRIMINAL JUSTICE CENTER DEPUTY	(\$149,788.00)	\$0.00
WC023	CH COMPLEX AUTOMATION & ACCESS	\$64,711.00	\$0.00
WC025	COURTHOUSE REST ROOM RENOVATIO	\$188,807.00	\$0.00
WC027	Courthouse Light Court Window	\$605,327.00	\$0.00
WC038	COURTHOUSE ROOF DRAIN	\$86,693.00	\$0.00
WC070	DOMESTIC VIOLENCE AREA RECONST	\$423,333.00	\$0.00
WC071	DA SECURITY CARD SYSTEM	\$7,508.00	\$0.00
	Total Courthouse Complex	\$1,226,591.00	\$0.00
	<b>HOUSE OF CORRECTION</b>		
WJ051	HOC SECURITY CAMERA SYSTEM	\$600,178.00	\$0.00
	Total House Of Correction	\$600,178.00	\$0.00
	<b>OTHER AGENCIES</b>		
WO029	HISTORICAL SOCIETY BUILDING RE	\$671.00	\$0.00
WO038	Marcus Center HVAC Upgrade	(\$24,722.00)	\$0.00
WO057	Wiloway-Grant Storage Room	\$2,630.00	\$0.00
WO060	DOCTOR PARK - PARKING LOT	\$32,339.00	\$0.00
WO065	WIL-O-WAY GRANT REC CNTR RENOV	\$1,171.00	\$0.00
WO106	FLEET GEN/TRANSFER SWITCH REPL	\$91,131.00	\$0.00
WO112	FLEET EQUIPMENT ACQUISITION	\$3,441,668.00	\$3,679,774.00
WO114	COUNTYWIDE INFRASTRUCTURE IMPR	\$3,319,502.00	\$470,762.00
WO118	HISTORICAL SOCIETY EXT RENOVAT	\$274,000.00	\$0.00
WO129	W-O-W UNDERWOOD WADING POOL	\$6,089.00	\$0.00
WO141	ZOO INTERCHANGE	(\$34,313.00)	\$0.00
WO143	FLEET/VEL PHILIPS IND HEATING	\$1,506,997.00	\$1,600,000.00
WO205	AUTOMATION PROGRAM	\$115,707.00	\$0.00
WO218	TECHNICAL INFRASTRUCTURE REPLA	\$19,635.00	\$0.00
WO423	CJF SECURITY CAMERAS	\$44,351.00	\$0.00
WO509	VILLA TERRACE - SECURITY SYST.	\$32,124.00	\$0.00
WO511	CHARLES ALLIS - SECURITY SYST.	\$43,915.00	\$0.00
WO514	WM WINDOW REPLACEMENT & REPAIR	\$41,110.00	\$0.00



**Capital Improvement Carryovers  
2012 Carryover to 2013**

		<b>Expenditures</b>	<b>Revenues</b>
WO515	WM WINDOW LEDGE LEAK REPAIR	\$15,300.00	\$0.00
WO606	DISTRICT ATTORNEY PROTECT WIRI	\$340,007.00	\$0.00
WO614	BUILD OUT TEN SITES TO DIGITAL	\$1,629,869.00	\$0.00
WO870	COUNTY SPECIAL ASSESSMENTS	\$455,322.00	\$0.00
WO895	CNTY WIDE REVLNG ACCT	\$9,820.00	\$0.00
WO949	INVENTORY & ASSESS CNTY BLDGS	\$1,102,460.00	\$0.00
	Total Other Agencies	\$12,466,783.00	\$5,750,536.00
	 TOTAL GENERAL GOVERNMENT	 \$14,476,448.00	 \$5,750,536.00
	GRAND TOTAL CAPITAL IMPROVEMENTS	\$133,289,053.00	\$172,246,235.00
	9960 Corporate Purpose	\$69,813,670.00	\$74,815,741.00
	9960 Airport	\$63,475,383.00	\$97,430,494.00

Capital Improvement Carryovers  
2012 Carryover to 2013

Schedule of Expenditure Appropriations and Revenues Not Recommended for Carryover

Division				Description		Total Lapsed Appropriations	Total Lapsed Revenue	Lapsed Net Appropriations	Cash	Bonds	Available for 2012 Surplus/ (Deficit)
TRANSPORTATION & PUBLIC WORKS				Airports							
Active Projects											
WA006	GMIA-"C" Concourse Four Gate Exp	01	1			(\$9,539.38)	\$109,856.00	(\$119,395.38)	\$0.00	(\$119,395.38)	\$0.00
WA006	GMIA-"C" Concourse Four Gate Exp	01	2			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WA006	GMIA-"C" Concourse - Continental C	02	2			\$178,941.00	\$0.00	\$178,941.00	\$0.00	\$178,941.00	\$0.00
	Total					\$169,401.62	\$109,856.00	\$59,545.62	\$0.00	\$59,545.62	\$0.00
WA022	GMIA - Abrasive Storage Building - I	01	1			\$323,780.46	\$177,625.00	\$146,155.46	\$146,155.46		\$146,155.46
WA022	GMIA - Abrasive Storage Building - I	01	2			\$1,684,434.00	\$1,830,590.00	(\$146,156.00)	(\$146,156.00)		(\$146,156.00)
	Total					\$2,008,214.46	\$2,008,215.00	(\$0.54)	(\$0.54)	\$0.00	(\$0.54)
WA042	GMIA Baggage Claim Remodeling	01	1			\$73,332.77	\$0.00	\$73,332.77	\$0.00	\$73,332.77	\$0.00
WA042	GMIA Baggage Claim Remodeling	01	2			(\$73,335.10)	\$0.00	(\$73,335.10)	\$0.00	(\$73,335.10)	\$0.00
	Total					(\$2.33)	\$0.00	(\$2.33)	\$0.00	(\$2.33)	\$0.00
WA044	GMIA - In-Line Baggage (formerly Er	01	1			(\$555,593.85)	\$0.00	(\$555,593.85)	\$0.00	(\$555,593.85)	\$0.00
WA044	GMIA - In-Line Baggage (formerly Er	01	2			\$555,592.64	(\$0.45)	\$555,593.09	\$0.00	\$555,593.09	\$0.00
	Total					(\$1.21)	(\$0.45)	(\$0.76)	\$0.00	(\$0.76)	\$0.00
WA048	D Concourse Improvements	01	1			\$6,203.98	\$1,357,466.00	(\$1,351,262.02)	\$0.00	(\$1,351,262.02)	\$0.00
WA048	D Concourse Improvements	01	2			\$67,504.22	\$105,623.70	(\$38,119.48)	\$0.00	(\$38,119.48)	\$0.00
	Total					\$73,708.20	\$1,463,089.70	(\$1,389,381.50)	\$0.00	(\$1,389,381.50)	\$0.00
WA061	E Concourse Stem Remodeling	01	1			\$8,135.20	\$0.00	\$8,135.20	\$0.00	\$8,135.20	\$0.00
WA061	E Concourse Stem Remodeling	01	2			(\$8,137.24)	\$0.00	(\$8,137.24)	\$0.00	(\$8,137.24)	\$0.00
	Total					(\$2.04)	\$0.00	(\$2.04)	\$0.00	(\$2.04)	\$0.00
WA064	GMIA - Phase II Mitigation Program	01	2			(\$1.51)	(\$0.45)	(\$1.06)	\$0.00	(\$1.06)	\$0.00
WA072	LJT R/W & TW Rehabilitation	01	1			\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
WA072	LJT R/W & TW Rehabilitation	01	2			(\$0.34)	(\$0.16)	(\$0.18)	(\$0.18)		(\$0.18)
WA072	LJT R/W & TW Rehabilitation	02	2			\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Total					(\$0.34)	(\$0.16)	(\$0.18)	(\$0.18)	\$0.00	(\$0.18)
WA094	Runway Safety Area - NEPA Compli	01	1			(\$541,242.61)	\$0.00	(\$541,242.61)	(\$541,242.61)		(\$541,242.61)
WA094	Runway Safety Area - NEPA Compli	01	2			\$541,239.63	\$0.51	\$541,239.12	\$541,239.12		\$541,239.12
\$0.00	Total	0	0			(\$2.98)	\$0.51	(\$3.49)	(\$3.49)	\$0.00	(\$3.49)
WA095	GMIA - Terminal Cable Tray System	01	1			(\$3.06)	(\$0.33)	(\$2.73)	\$0.00	(\$2.73)	\$0.00
WA096	GMIA - Parking Structure Relighting	01	2			(\$1.32)	(\$0.38)	(\$0.94)	\$0.00	(\$0.94)	\$0.00
WA100	Security System Fiber Optic	01	1			\$44,237.00	\$0.00	\$44,237.00	\$44,237.00		\$44,237.00
WA100	Security System Fiber Optic	01	2			\$60,903.00	\$105,156.00	(\$44,253.00)	(\$44,253.00)		(\$44,253.00)
\$0.00	Total	0	0			\$105,140.00	\$105,156.00	(\$16.00)	(\$16.00)	\$0.00	(\$16.00)
WA108	GMIA-HVAC Equipment Replaceme	01	1			(\$0.42)	\$0.00	(\$0.42)	\$0.00	(\$0.42)	\$0.00
WA108	GMIA-HVAC Equipment Replaceme	01	2			(\$0.18)	\$0.35	(\$0.53)	\$0.00	(\$0.53)	\$0.00
	Total					(\$0.60)	\$0.35	(\$0.95)	\$0.00	(\$0.95)	\$0.00
WA122	GMIA - Airfield Pavement Rehabilitat	01	1			\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

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Division	Description			Total Lapsed Appropriations	Total Lapsed Revenue	Lapsed Net Appropriations	Cash	Bonds	Available for 2012 Surplus/ (Deficit)
WA122	GMIA - Airfield Pavement Rehabilitat	01	2	(\$39,054.67)	\$34,371.94	(\$73,426.61)	(\$73,426.61)		(\$73,426.61)
\$0.00	Total			(\$39,054.67)	\$34,371.94	(\$73,426.61)	(\$73,426.61)	\$0.00	(\$73,426.61)
WA123	GMIA Runway Safety Improvements	01	1	(\$39,779.59)	\$0.00	(\$39,779.59)	(\$39,779.59)		(\$39,779.59)
WA123	GMIA Runway Safety Improvements	01	2	\$26,869.44	\$12,909.56	\$13,959.88	\$13,959.88		\$13,959.88
	Total			(\$12,910.15)	\$12,909.56	(\$25,819.71)	(\$25,819.71)	\$0.00	(\$25,819.71)
WA124	GMIA Concourse E Ground Power ε	01	1	(\$0.75)	\$0.00	(\$0.75)	(\$0.75)		(\$0.75)
WA124	GMIA Concourse E Ground Power ε	01	2	(\$0.17)	\$0.22	(\$0.39)	(\$0.39)		(\$0.39)
	Total			(\$0.92)	\$0.22	(\$1.14)	(\$1.14)	\$0.00	(\$1.14)
WA125	Security and Wildlife Deterrent Perirr	01	1	\$0.00	\$38,805.00	(\$38,805.00)	(\$38,805.00)		(\$38,805.00)
WA125	Security and Wildlife Deterrent Perirr	01	2	\$0.19	(\$38,805.78)	\$38,805.97	\$38,805.97		\$38,805.97
	Total			\$0.19	(\$0.78)	\$0.97	\$0.97	\$0.00	\$0.97
WA127	GMIA TERMINAL EXPANSION DES	01	1	\$500,000.00	\$500,000.00	\$0.00	\$0.00		\$0.00
WA127	GMIA TERMINAL EXPANSION DES	01	2	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
\$0.00	Total		0	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00
WA135	Runway 1L-19R & 7R-25L Intersect I	01	1	\$3,749,303.61	\$1,307,106.00	\$2,442,197.61	\$2,442,197.61		\$2,442,197.61
WA135	Runway 1L-19R & 7R-25L Intersect I	01	2	(\$3,749,305.36)	(\$1,307,105.79)	(\$2,442,199.57)	(\$2,442,199.57)		(\$2,442,199.57)
\$0.00	Total		0	(\$1.75)	\$0.21	(\$1.96)	(\$1.96)	\$0.00	(\$1.96)
WA139	GMIA - Redundant Main Electric Ser	01	1	(\$8,060.37)	\$0.00	(\$8,060.37)	(\$8,060.37)		(\$8,060.37)
WA139	GMIA - Redundant Main Electric Ser	01	2	\$8,060.00	\$0.00	\$8,060.00	\$8,060.00		\$8,060.00
	Total			(\$0.37)	\$0.00	(\$0.37)	(\$0.37)	\$0.00	(\$0.37)
WA141	GMIA - Administration Building Build	01	1	(\$1.44)	\$0.13	(\$1.57)	(\$1.57)		(\$1.57)
WA141	GMIA - Administration Building Build	01	2	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
\$0.00	Total		0	(\$1.44)	\$0.13	(\$1.57)	(\$1.57)	\$0.00	(\$1.57)
WA142	GMIA - LJT RUNWAY 15L - 33R EX	01	1	\$241,230.46	\$279,100.38	(\$37,869.92)	(\$37,869.92)		(\$37,869.92)
WA142	GMIA - LJT RUNWAY 15L - 33R EX	01	2	\$77,894.93	\$73,256.49	\$4,638.44	\$4,638.44		\$4,638.44
	Total			\$319,125.39	\$352,356.87	(\$33,231.48)	(\$33,231.48)	\$0.00	(\$33,231.48)
WA145	GMIA - Runway Guard Lights Phase	01	1	\$237,700.00	\$0.00	\$237,700.00	\$0.00	\$237,700.00	\$0.00
WA145	GMIA - Runway Guard Lights Phase	01	2	(\$1,612.32)	\$255,929.00	(\$257,541.32)	\$0.00	(\$257,541.32)	\$0.00
	Total			\$236,087.68	\$255,929.00	(\$19,841.32)	\$0.00	(\$19,841.32)	\$0.00
WA148	GMIA - Fleet Maintenance Expansior	01	1	(\$2,085.59)	\$0.00	(\$2,085.59)	(\$2,085.59)		(\$2,085.59)
WA148	GMIA - Fleet Maintenance Expansior	01	2	\$2,085.00	\$0.00	\$2,085.00	\$2,085.00		\$2,085.00
	Total			(\$0.59)	\$0.00	(\$0.59)	(\$0.59)	\$0.00	(\$0.59)
WA149	GMIA - Snow Equipment Storage Bu	01	1	\$461,900.72	\$0.00	\$461,900.72	\$461,900.72		\$461,900.72
WA149	GMIA - Snow Equipment Storage Bu	01	2	\$12,530,176.00	\$12,993,533.95	(\$463,357.95)	(\$463,357.95)		(\$463,357.95)
	Total			\$12,992,076.72	\$12,993,533.95	(\$1,457.23)	(\$1,457.23)	\$0.00	(\$1,457.23)
WA154	Runway Improvements	01	1	\$0.00	(\$0.45)	\$0.45	\$0.45		\$0.45
WA158	GMIA - Deicer Pads	01	1	\$300,000.00	\$300,000.00	\$0.00	\$0.00		\$0.00
WA160	GMIA - Narrowband Conversion	01	2	\$90,500.12	\$0.00	\$90,500.12	\$90,500.12		\$90,500.12

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				Total Lapsed Appropriations	Total Lapsed Revenue	Lapsed Net Appropriations	Cash	Bonds	Available for 2012 Surplus/ (Deficit)
Division	Description								
WA161	GMIA TERMINAL ROADWAY SIGN.	01	1	(\$145,436.94)	\$0.00	(\$145,436.94)	(\$145,436.94)		(\$145,436.94)
WA161	GMIA TERMINAL ROADWAY SIGN.	01	2	\$145,437.00	\$0.00	\$145,437.00	\$145,437.00		\$145,437.00
\$0.00	Total	0	0	\$0.06	\$0.00	\$0.06	\$0.06	\$0.00	\$0.06
WA162	GMIA CESSNA SERV APRON REC	01	1	(\$0.26)	\$0.00	(\$0.26)	(\$0.26)		(\$0.26)
WA162	GMIA CESSNA SERV APRON REC	01	2	\$0.00	(\$0.26)	\$0.26	\$0.26		\$0.26
	Total			(\$0.26)	(\$0.26)	\$0.00	\$0.00	\$0.00	\$0.00
WA163	GMIA Perimeter Road Bridge over H	01	1	\$2,805,359.91	(\$3,031.15)	\$2,808,391.06	\$2,808,391.06		\$2,808,391.06
WA163	GMIA Perimeter Road Bridge over H	01	2	(\$2,805,361.16)	\$3,031.94	(\$2,808,393.10)	(\$2,808,393.10)		(\$2,808,393.10)
	Total			(\$1.25)	\$0.79	(\$2.04)	(\$2.04)	\$0.00	(\$2.04)
WA165	Taxiway B (Segment Reconstruction	01	1	\$226,136.77	\$725,166.71	(\$499,029.94)	(\$499,029.94)		(\$499,029.94)
WA166	GMIA Perimeter Road Ext-128th AR	01	1	\$0.45	(\$0.10)	\$0.55	\$0.55		\$0.55
WA167	GMIA Terminal Escalator Replacem	01	2	(\$0.26)	(\$0.26)	\$0.00	\$0.00		\$0.00
WA169	LJT Runway and Taxiway Lighting R	01	1	\$0.02	(\$0.27)	\$0.29	\$0.29		\$0.29
WA173	GMIA Fuel Farm Electrical Service U	01	1	\$0.36	\$0.24	\$0.12	\$0.12		\$0.12
WA175	C Concourse Checkpoint Expansion	01	1	\$366,062.18	\$0.00	\$366,062.18	\$366,062.18		\$366,062.18
WA175	C Concourse Checkpoint Expansion	01	2	(\$366,065.00)	\$0.32	(\$366,065.32)	(\$366,065.32)		(\$366,065.32)
WA175	C CONCOURSE CHKPT EXP (8 LAI	02	1	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Total			(\$2.82)	\$0.32	(\$3.14)	(\$3.14)	\$0.00	(\$3.14)
	Total Airports			\$16,968,402.17	\$18,860,583.61	(\$1,892,181.44)	(\$542,493.43)	(\$1,349,688.01)	(\$542,493.43)
Highways and Bridges									
Active Projects									
WH001	West Hampton Aven 60th to North 1	09	2	\$0.98	(\$60,136.09)	\$60,137.07	\$0.00	\$60,137.07	\$0.00
	Total			\$0.98	(\$60,136.09)	\$60,137.07	\$0.00	\$60,137.07	\$0.00
WH002	Inter-jurisdictional Traffic System CM	01	1	\$0.42	\$0.10	\$0.32	\$0.00	\$0.32	\$0.00
\$0.00	Total	0	0	\$0.42	\$0.10	\$0.32	\$0.00	\$0.32	\$0.00
WH010	Reconstruct Mill Road - 43rd to Teut	02	1	(\$21,094.06)	\$0.67	(\$21,094.73)	(\$17,047.79)	(\$4,046.94)	(\$17,047.79)
WH010	Reconstruct Mill Road - 43rd to Teut	02	3	\$21,582.00	\$618.00	\$20,964.00	\$0.00	\$20,964.00	\$0.00
WH010	College Avenue South 51st to South	05	1	(\$37,918.90)	\$2.14	(\$37,921.04)	\$0.00	(\$37,921.04)	\$0.00
WH010	College Avenue South 51st to South	05	2	\$37,917.17	\$0.00	\$37,917.17	\$0.00	\$37,917.17	\$0.00
WH010	College Avenue South 51st to South	05	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WH010	Reconstruct CTH "Y" Layton Ave 27t	06	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WH010	Reconstruct CTH "Y" Layton Ave 27t	06	3	\$33,397.00	\$0.00	\$33,397.00	\$0.00	\$33,397.00	\$0.00
WH010	Reconstruct CTH "v" South 13th	07	1	\$24,174.65	\$104,484.43	(\$80,309.78)	\$0.00	(\$80,309.78)	\$0.00
WH010	Reconstruct CTH "v" South 13th	07	2	(\$975,666.71)	(\$747,141.22)	(\$228,525.49)	\$0.00	(\$228,525.49)	\$0.00
WH010	Reconstruct CTH "v" South 13th-RO	07	3	\$224,618.90	\$698,294.78	(\$473,675.88)	\$0.00	(\$473,675.88)	\$0.00
WH010	Reconstruct Hampton from 92nd	09	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WH010	Reconstruct Hampton from 92nd	09	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WH010	West College 51st to Loomis	12	1	\$12,486.10	\$0.00	\$12,486.10	\$0.00	\$12,486.10	\$0.00
WH010	S.13th St.: So. County Line Road to	13	1	\$23,513.00	\$0.00	\$23,513.00	\$0.00	\$23,513.00	\$0.00

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Division	Description			Total Lapsed Appropriations	Total Lapsed Revenue	Lapsed Net Appropriations	Cash	Bonds	Available for 2012 Surplus/ (Deficit)
WH010	N. Port Washington Road: Daphne t	14	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WH010	Reconstruct 13th: Ryan to Rawson	16	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WH010	S-76th St. - Puetz to Imperial	17	1	(\$324,985.76)	(\$473,061.89)	\$148,076.13	\$0.00	\$148,076.13	\$0.00
WH010	S-76th St. - Puetz to Imperial	17	2	\$286,453.00	\$473,062.00	(\$186,609.00)	\$0.00	(\$186,609.00)	\$0.00
WH010	S-76th St. - Puetz to Imperial	17	3	\$38,530.69	\$0.22	\$38,530.47	\$0.00	\$38,530.47	\$0.00
WH010	Reconstruct Hampton Avenue Hwy 1	18	2	\$0.00	\$131,547.00	(\$131,547.00)	(\$131,547.00)		(\$131,547.00)
	Total			(\$656,992.92)	\$187,806.13	(\$844,799.05)	(\$148,594.79)	(\$696,204.26)	(\$148,594.79)
WH020	College Avenue - 13th to 20th	02	1	\$150,000.00	\$120,000.00	\$30,000.00	\$0.00	\$30,000.00	\$0.00
WH020	Mill Road 91st to STH 45	04	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WH020	Mill Road 91st to STH 45	04	2	\$0.20	\$0.00	\$0.20	\$0.00	\$0.20	\$0.00
WH020	Resurface West Oklahoma Avenue:	05	1	(\$0.50)	(\$0.00)	(\$0.50)	\$0.00	(\$0.50)	\$0.00
WH020	Resurface West Oklahoma Avenue:	05	2	\$1,399,999.68	\$1,400,000.00	(\$0.32)	\$0.00	(\$0.32)	\$0.00
WH020	Oklahoma Avenue: 72nd to 76th St	14	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total			\$1,549,999.38	\$1,520,000.00	\$29,999.38	\$0.00	\$29,999.38	\$0.00
WH022	N. 107th St. Brown Deer to NCL	01	1	\$3,021.73	\$3,022.00	(\$0.27)	\$0.00	(\$0.27)	\$0.00
WH022	N. 107th St. Brown Deer to NCL	01	2	(\$3,021.95)	\$53,200.00	(\$56,221.95)	(\$56,221.95)		(\$56,221.95)
WH022	N. 107th St. Brown Deer to NCL	01	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total			(\$0.22)	\$56,222.00	(\$56,222.22)	(\$56,221.95)	(\$0.27)	(\$56,221.95)
WH023	West Mill Road - 84th St. to 91st, 51	01	1	\$2,000.00	\$100.00	\$1,900.00	\$0.00	\$1,900.00	\$0.00
WH023	West Mill Road - 84th St. to 91st, 51	01	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	Total	0	0	\$2,000.00	\$100.00	\$1,900.00	\$0.00	\$1,900.00	\$0.00
WH030	Forest Home Bridge over Root River	01	2	\$820.00	\$0.00	\$820.00	\$0.00	\$820.00	\$0.00
WH030	Oak Creek Parkway Bridge #741	02	2	\$80,000.15	\$64,000.80	\$15,999.35	\$0.00	\$15,999.35	\$0.00
WH030	Jackson Park Drive KK River Bridge	04	1	\$0.00	\$1,123.00	(\$1,123.00)	\$0.00	(\$1,123.00)	\$0.00
WH030	W. College Ave. Whitnall Park Bridge	05	1	(\$0.00)	\$0.00	(\$0.00)	\$0.00	(\$0.00)	\$0.00
WH030	W. College Ave. Whitnall Park Bridge	05	2	\$7,938.20	\$0.00	\$7,938.20	\$0.00	\$7,938.20	\$0.00
WH030	Whitnall Park Bridge - Root River - 7	06	1	(\$34.07)	\$221.87	(\$255.94)	\$0.00	(\$255.94)	\$0.00
WH030	Whitnall Park Bridge - Root River	06	2	\$255.80	\$0.00	\$255.80	\$0.00	\$255.80	\$0.00
WH030	Milwaukee River Parkway Bridge	07	1	(\$344,072.45)	\$36,218.60	(\$380,291.05)	\$0.00	(\$380,291.05)	\$0.00
WH030	Milwaukee River Parkway Bridge	07	2	(\$755,979.30)	(\$36,218.06)	(\$719,761.24)	\$0.00	(\$719,761.24)	\$0.00
WH030	W. Oklahoma Ave. over Honey Cre	16	2	\$1,100,000.12	(\$0.47)	\$1,100,000.59	\$0.00	\$1,100,000.59	\$0.00
	Total			\$88,928.45	\$65,345.74	\$23,582.71	\$0.00	\$23,582.71	\$0.00
WH080	Lake Bridge over Drainage	03	1	(\$125,035.28)	\$0.34	(\$125,035.62)	\$0.00	(\$125,035.62)	\$0.00
WH080	Lake Bridge over Drainage	03	2	\$125,034.10	\$0.97	\$125,033.13	\$0.00	\$125,033.13	\$0.00
WH080	KK River Parkway Bridge	04	1	(\$320,132.92)	\$0.93	(\$320,133.85)	\$0.00	(\$320,133.85)	\$0.00
WH080	KK River Parkway Bridge	04	2	\$320,133.00	\$0.83	\$320,132.17	\$0.00	\$320,132.17	\$0.00
WH080	Root River Parkway Bridge	05	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WH080	Jackson Park Bridge	07	1	\$16,003.13	\$0.00	\$16,003.13	\$0.00	\$16,003.13	\$0.00
WH080	S. 76th St. Root River Bridge	14	1	\$147,808.00	\$119,646.00	\$28,162.00	\$0.00	\$28,162.00	\$0.00
WH080	S. 76th St. Root River Bridge #057	15	1	\$143,634.00	\$119,590.00	\$24,044.00	\$0.00	\$24,044.00	\$0.00
	Total			\$307,444.03	\$239,239.07	\$68,204.96	\$0.00	\$68,204.96	\$0.00
WH082	Reconstruct CTH ZZ College Howell	01	1	\$68,870.00	\$0.00	\$68,870.00	\$0.00	\$68,870.00	\$0.00
WH082	Reconstruct CTH ZZ College Howell	01	2	(\$63,496.33)	\$0.48	(\$63,496.81)	\$0.00	(\$63,496.81)	\$0.00
WH082	Reconstruct CTH ZZ College Howell	01	3	(\$0.20)	\$100.00	(\$100.20)	\$0.00	(\$100.20)	\$0.00
WH082	West Rawson Avenue 27th to 6th	03	2	(\$140.45)	\$0.00	(\$140.45)	\$0.00	(\$140.45)	\$0.00
WH082	East College: Packard to Pennsylv	06	1	\$3,767.00	\$0.00	\$3,767.00	\$0.00	\$3,767.00	\$0.00

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Division	Description			Total Lapsed Appropriations	Total Lapsed Revenue	Lapsed Net Appropriations	Cash	Bonds	Available for 2012 Surplus/ (Deficit)
	Total			\$9,000.02	\$100.48	\$8,899.54	\$0.00	\$8,899.54	\$0.00
WH083	W. Silver Spring-N124th to N69th	01	1	(\$31,079.31)	(\$272,039.68)	\$240,960.37	\$0.00	\$240,960.37	\$0.00
WH083	W. Silver Spring-N124th to N69th	01	2	\$431,079.44	\$272,040.45	\$159,038.99	\$0.00	\$159,038.99	\$0.00
WH083	West Silver Spring Drive over Little N	03	2	\$100,000.58	(\$0.46)	\$100,001.04	\$0.00	\$100,001.04	\$0.00
	Total			\$500,000.71	\$0.31	\$500,000.40	\$0.00	\$500,000.40	\$0.00
WH084	S. 76th St. W. Parkview Drive	01	1	\$0.64	\$0.00	\$0.64	\$0.00	\$0.64	\$0.00
	Total			\$0.64	\$0.00	\$0.64	\$0.00	\$0.64	\$0.00
WH086	West Good Hope	01	2	(\$1,798.00)	\$157,244.00	(\$159,042.00)	(\$159,042.00)		(\$159,042.00)
WH086	West Good Hope	01	3	\$1,797.00	\$0.00	\$1,797.00	\$0.00	\$1,797.00	\$0.00
WH086	W. Good Hope Rd. Little Menomone	02	1	\$0.00	(\$13,700.15)	\$13,700.15	\$0.00	\$13,700.15	\$0.00
WH086	W. Good Hope Rd. Little Menomone	02	2	\$0.84	\$13,701.08	(\$13,700.24)	\$0.00	(\$13,700.24)	\$0.00
WH086	W. Good Hope Rd. Little Menomone	03	2	(\$40,456.29)	(\$143,591.74)	\$103,135.45	\$103,135.45		\$103,135.45
	Total			(\$40,456.45)	\$13,653.19	(\$54,109.64)	(\$55,906.55)	\$1,796.91	(\$55,906.55)
WH088	North Shop Salt Shed Replacement	01	2	\$1,684.00	\$0.00	\$1,684.00	\$0.00	\$1,684.00	\$0.00
WH201	Reconstruct N. Port Washington and	13	2	\$0.00	\$31,986.00	(\$31,986.00)	(\$31,986.00)		(\$31,986.00)
	Total			\$0.00	\$31,986.00	(\$31,986.00)	(\$31,986.00)	\$0.00	(\$31,986.00)
WH222	National Highway System-Rawson A	02	1	(\$0.60)	\$0.80	(\$1.40)	\$0.00	(\$1.40)	\$0.00
WH222	NHS-Good Hope Rd/S. 107th	03	1	\$0.00	\$83,175.00	(\$83,175.00)	(\$83,175.00)		(\$83,175.00)
WH222	NHS-Good Hope Rd/S. 107th	03	2	\$0.00	\$61,100.00	(\$61,100.00)	(\$61,100.00)		(\$61,100.00)
	Total			(\$0.60)	\$144,275.80	(\$144,276.40)	(\$144,275.00)	(\$1.40)	(\$144,275.00)
Total Highway and Bridges				\$1,761,608.44	\$2,198,592.73	(\$436,984.29)	(\$436,984.29)	\$0.00	(\$436,984.29)
Mass Transit									
Active Projects									
WT026	Bus Replacement Program	01	4	\$289,699.00	\$0.00	\$289,699.00	\$0.00	\$289,699.00	\$0.00
WT026	Bus Replacement Program	02	4	\$1,918.00	\$0.00	\$1,918.00	\$0.00	\$1,918.00	\$0.00
WT026	Bus Replacement Program	03	4	(\$342,663.00)	\$10,343.00	(\$353,006.00)	\$0.00	(\$353,006.00)	\$0.00
\$0.00	Total	0	0	(\$51,046.00)	\$10,343.00	(\$61,389.00)	\$0.00	(\$61,389.00)	\$0.00
WT027	Fare Box Renovation	01	4	\$0.90	\$0.00	\$0.90	\$0.00	\$0.90	\$0.00
WT040	New Annunciators	01	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WT040	New Annunciators	01	4	\$51,046.00	\$51,046.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total	0	0	\$51,046.00	\$51,046.00	\$0.00	\$0.00	\$0.00	\$0.00
WT041	Replace A/C Units at Friebrantz	01	1	\$302.15	\$0.00	\$302.15	\$0.00	\$302.15	\$0.00
WT041	Replace A/C Units at Friebrantz	01	4	\$2,903.00	\$5,476.00	(\$2,573.00)	\$0.00	(\$2,573.00)	\$0.00
	Total			\$3,205.15	\$5,476.00	(\$2,270.85)	\$0.00	(\$2,270.85)	\$0.00
WT042	Replace A/C Units at Fleet-Unit Rep	01	1	\$3,501.27	\$0.00	\$3,501.27	\$0.00	\$3,501.27	\$0.00
WT042	Replace A/C Units at Fleet-Unit Rep	01	4	\$4,730.00	\$8,000.00	(\$3,270.00)	\$0.00	(\$3,270.00)	\$0.00
	Total			\$8,231.27	\$8,000.00	\$231.27	\$0.00	\$231.27	\$0.00
WT043	Replace A/C Units at Fleet Administr	01	1	(\$0.50)	\$0.00	(\$0.50)	\$0.00	(\$0.50)	\$0.00
WT043	Replace A/C Units at Fleet Administr	01	4	\$0.00	(\$543.00)	\$543.00	\$0.00	\$543.00	\$0.00

**Capital Improvement Carryovers**  
**2012 Carryover to 2013**

**Schedule of Expenditure Appropriations and Revenues Not Recommended for Carryover**

Division	Description			Total Lapsed Appropriations	Total Lapsed Revenue	Lapsed Net Appropriations	Cash	Bonds	Available for 2012 Surplus/ (Deficit)
	Total			(\$0.50)	(\$543.00)	\$542.50	\$0.00	\$542.50	\$0.00
WT044	Fond du Lac Maintenance Garage	01	1	\$6,637.91	\$0.00	\$6,637.91	\$0.00	\$6,637.91	\$0.00
WT044	Fond du Lac Maintenance Garage	01	4	\$7,927.00	\$13,543.00	(\$5,616.00)	\$0.00	(\$5,616.00)	\$0.00
\$0.00	Total	0	0	\$14,564.91	\$13,543.00	\$1,021.91	\$0.00	\$1,021.91	\$0.00
WT045	FDL Garage Bus Vacuum System R	01	1	(\$927.32)	\$0.00	(\$927.32)	\$0.00	(\$927.32)	\$0.00
WT045	FDL Garage Bus Vacuum System R	01	4	\$999.00	(\$7,475.00)	\$8,474.00	\$0.00	\$8,474.00	\$0.00
	Total			\$71.68	(\$7,475.00)	\$7,546.68	\$0.00	\$7,546.68	\$0.00
WT048	MCTS Administration Bldg-Heating S	01	1	\$1,394.92	(\$41,534.00)	\$42,928.92	\$0.00	\$42,928.92	\$0.00
WT048	MCTS Administration Bldg-Heating S	01	4	\$18,344.00	\$50,405.00	(\$32,061.00)	\$0.00	(\$32,061.00)	\$0.00
	Total			\$19,738.92	\$8,871.00	\$10,867.92	\$0.00	\$10,867.92	\$0.00
WT071	Bus Protector Shields	01	4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WT303	HVAC Control System	01	1	\$4,718.81	\$72,006.00	(\$67,287.19)	\$0.00	(\$67,287.19)	\$0.00
WT303	HVAC Control System	01	4	(\$1,983.52)	(\$70,046.00)	\$68,062.48	\$0.00	\$68,062.48	\$0.00
	Total			\$2,735.29	\$1,960.00	\$775.29	\$0.00	\$775.29	\$0.00
WT014	Radios/AVL Upgrade	01	4	\$0.00	(\$5,720.00)	\$5,720.00	\$0.00	\$5,720.00	\$0.00
WT031	Roof Top Air Conditioning - Transit A	01	1	(\$24.00)	\$0.00	(\$24.00)	\$0.00	(\$24.00)	\$0.00
WT031	Roof Top Air Conditioning - Transit A	01	4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	Total	0	0	(\$24.00)	\$0.00	(\$24.00)	\$0.00	(\$24.00)	\$0.00
WT037	Manintenance Garage Parking Lot R	01	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WT037	Manintenance Garage Parking Lot R	01	2	\$0.00	(\$61,228.00)	\$61,228.00	\$0.00	\$61,228.00	\$0.00
	Total			\$0.00	(\$61,228.00)	\$61,228.00	\$0.00	\$61,228.00	\$0.00
<b>Total Mass Transit</b>				\$48,547.62	\$24,273.00	\$24,274.62	\$0.00	\$24,274.62	\$0.00
<b>Environmental</b>									
<b>Active Projects</b>									
WV009	Countywide Sanitary Sewer Replace	01	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WV009	Countywide Sanitary Sewer Replace	01	2	\$44,965.25	\$100.00	\$44,865.25	\$0.00	\$44,865.25	\$0.00
WV009	Countywide Sanitary Sewer Replace	02	2	\$17,189.47	\$0.00	\$17,189.47	\$0.00	\$17,189.47	\$0.00
WV009	Airport Sanitary Sewer Repairs	03	2	(\$62,055.00)	\$0.00	(\$62,055.00)	\$0.00	(\$62,055.00)	\$0.00
	Total			\$99.72	\$100.00	(\$0.28)	\$0.00	(\$0.28)	\$0.00
WV012	Pond and Lagoon Demonstration Prc	01	1	\$657.14	\$0.00	\$657.14	\$0.00	\$657.14	\$0.00
WV012	Pond and Lagoon Demonstration Prc	01	2	(\$558.65)	\$100.00	(\$658.65)	\$0.00	(\$658.65)	\$0.00
	Total			\$98.49	\$100.00	(\$1.51)	\$0.00	(\$1.51)	\$0.00
WV013	McKinley Beach SW Outfall Pretreat	01	1	\$360.06	\$0.00	\$360.06	\$0.00	\$360.06	\$0.00
WV013	McKinley Beach SW Outfall Pretreat	01	2	\$2,795.83	\$0.00	\$2,795.83	\$0.00	\$2,795.83	\$0.00
	Total			\$3,155.89	\$0.00	\$3,155.89	\$0.00	\$3,155.89	\$0.00
WV014	Dretzka Park Groundwater and Soil f	01	1	(\$12,017.93)	\$0.00	(\$12,017.93)	\$0.00	(\$12,017.93)	\$0.00
WV014	Dretzka Park Groundwater and Soil f	01	2	\$119,881.31	\$100.00	\$119,781.31	\$0.00	\$119,781.31	\$0.00
	Total			\$107,863.38	\$100.00	\$107,763.38	\$0.00	\$107,763.38	\$0.00

**Capital Improvement Carryovers**  
**2012 Carryover to 2013**

**Schedule of Expenditure Appropriations and Revenues Not Recommended for Carryover**

Division	Description			Total Lapsed Appropriations	Total Lapsed Revenue	Lapsed Net Appropriations	Cash	Bonds	Available for 2012 Surplus/ (Deficit)
WV016	NR216 Stormwater TSS Controls	01	2	(\$3,717.00)	\$500.00	(\$4,217.00)	\$0.00	(\$4,217.00)	\$0.00
WV017	Doyme Landfill Gas Extraction	01	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WV017	Franklin Landfill FEMA Mitigation	02	2	\$0.70	\$0.00	\$0.70	\$0.00	\$0.70	\$0.00
	Total			\$0.70	\$0.00	\$0.70	\$0.00	\$0.70	\$0.00
WV018	Underground Storage Tanks Upgrad	01	2	\$0.15	\$0.00	\$0.15	\$0.00	\$0.15	\$0.00
	<b>Total Environmental</b>			\$107,501.33	\$800.00	\$106,701.33	\$0.00	\$106,701.33	\$0.00
	<b>TOTAL TRANSPORTATION &amp; PUBLIC WORK</b>			\$18,886,059.56	\$21,084,249.34	(\$2,198,189.78)	(\$979,477.72)	(\$1,218,712.06)	(\$979,477.72)
	<b>PARKS, RECREATION &amp; CULTURE</b>								
	<b>Museum</b>								
Active Projects									
WM003	Electrical Distribution Replacement	01	1	(\$22,469.11)	\$0.00	(\$22,469.11)	\$0.00	(\$22,469.11)	\$0.00
WM003	Electrical Distribution Replacement	01	2	\$151,519.30	\$500.00	\$151,019.30	\$0.00	\$151,019.30	\$0.00
	Total			\$129,050.19	\$500.00	\$128,550.19	\$0.00	\$128,550.19	\$0.00
WM005	Museum Air Handling and Piping Rep	01	1	(\$43,716.44)	\$0.00	(\$43,716.44)	\$0.00	(\$43,716.44)	\$0.00
WM005	Museum Air Handling and Piping Rep	01	2	\$43,714.81	\$1,000.00	\$42,714.81	\$0.00	\$42,714.81	\$0.00
	Total			(\$1.63)	\$1,000.00	(\$1,001.63)	\$0.00	(\$1,001.63)	\$0.00
WM009	Museum Roof Replacement - East V	01	1	\$5,436.25	\$0.00	\$5,436.25	\$0.00	\$5,436.25	\$0.00
WM009	Museum Roof Replacement - East V	01	2	(\$2,984.79)	\$100.00	(\$2,984.79)	\$0.00	(\$2,984.79)	\$0.00
	Total			\$2,451.46	\$100.00	\$2,451.46	\$0.00	\$2,451.46	\$0.00
WM011	Door Replacement	01	2	\$658.40	\$0.00	\$658.40	\$0.00	\$658.40	\$0.00
WM563	Security/Fire/Life Safety System	01	2	\$5,856.58	\$100.00	\$5,756.58	\$0.00	\$5,756.58	\$0.00
	Total			\$5,856.58	\$100.00	\$5,756.58	\$0.00	\$5,756.58	\$0.00
	<b>Total Museum</b>			\$138,115.00	\$1,700.00	\$136,415.00	\$0.00	\$136,415.00	\$0.00
	<b>Department of Parks, Rec. &amp; Culture</b>								
Active Projects									
WP036	Oak Leaf Bike Trail Beer Line	03	1	\$5,000.00	(\$0.00)	\$5,000.00	\$0.00	\$5,000.00	\$0.00
WP036	Oak Leaf Bike Trail Beer Line	03	2	\$106,289.18	\$74,782.00	\$31,507.18	\$0.00	\$31,507.18	\$0.00
	Total			\$111,289.18	\$74,782.00	\$36,507.18	\$0.00	\$36,507.18	\$0.00
WP057	Dog Park Phase III	03	1	\$4,061.53	\$0.00	\$4,061.53	\$0.00	\$4,061.53	\$4,061.53
WP057	Dog Park Phase III	03	2	\$29,851.23	\$0.00	\$29,851.23	\$0.00	\$29,851.23	\$29,851.23
	Total			\$33,912.76	\$0.00	\$33,912.76	\$0.00	\$33,912.76	\$33,912.76
WP063	Estabrook Dam	02	2	\$999.31	\$1,000.00	(\$0.69)	\$0.00	(\$0.69)	\$0.00
\$0.00	Total	0	0	\$999.31	\$1,000.00	(\$0.69)	\$0.00	(\$0.69)	\$0.00
WP069	Countywide Play Area Redevelopme	01	1	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$0.00
WP069	Countywide Play Area Redevelopme	01	2	(\$9,509.93)	\$0.00	(\$9,509.93)	\$0.00	(\$9,509.93)	\$0.00
WP069	Southwood Glen Play Area	02	2	(\$437.18)	\$0.00	(\$437.18)	\$0.00	(\$437.18)	\$0.00
WP069	Humboldt Park No. 1	03	2	(\$0.00)	\$0.00	(\$0.00)	\$0.00	(\$0.00)	\$0.00
WP069	Cathedral Square Park	05	2	\$167,693.00	\$0.00	\$167,693.00	\$0.00	\$167,693.00	\$0.00



**Capital Improvement Carryovers  
2012 Carryover to 2013**

**Schedule of Expenditure Appropriations and Revenues Not Recommended for Carryover**

Division	Description			Total Lapsed Appropriations	Total Lapsed Revenue	Lapsed Net Appropriations	Cash	Bonds	Available for 2012 Surplus/ (Deficit)
	Total			\$182,745.89	\$0.00	\$182,745.89	\$0.00	\$182,745.89	\$0.00
WP070	Oak Leaf Trail - Kohl Park Connector	15	2	\$146,817.85	(\$20,155.67)	\$166,973.52	\$0.00	\$166,973.52	\$0.00
WP070	Lake Park Lions Bridge Replacement	17	2	\$4,003.00	\$0.00	\$4,003.00	\$0.00	\$4,003.00	\$0.00
WP070	Dretzka Park Clubhouse Furnace Re	20	2	\$32,186.00	\$0.00	\$32,186.00	\$0.00	\$32,186.00	\$0.00
WP070	Lindbergh Park Wading Pool Roof R	25	2	\$1,000.53	\$1,000.00	\$0.53	\$0.00	\$0.53	\$0.00
	Total			\$184,007.38	(\$19,155.67)	\$203,163.05	\$0.00	\$203,163.05	\$0.00
WP089	Bender Park Boat Launch Dredging	01	2	\$8,758.50	\$3,785.00	\$4,973.50	\$0.00	\$4,973.50	\$0.00
WP090	Greenfield Park Pool Coping Stone	08	2	(\$34,542.20)	\$0.00	(\$34,542.20)	\$0.00	(\$34,542.20)	\$0.00
WP090	Kosciusko Park Pool Toy Piping Rep	10	2	\$46,039.30	\$0.00	\$46,039.30	\$0.00	\$46,039.30	\$0.00
WP090	McCarty Park Pool	12	2	(\$2.03)	\$0.00	(\$2.03)	\$0.00	(\$2.03)	\$0.00
WP090	Sheridan Park Pool Improvements	13	2	(\$0.47)	\$0.00	(\$0.47)	\$0.00	(\$0.47)	\$0.00
WP090	Washington Park Pool Improvement	14	2	(\$11,445.83)	\$50.00	(\$11,495.83)	\$0.00	(\$11,495.83)	\$0.00
WP090	Jackson Park Pool Improvements	15	2	\$100.68	\$0.00	\$100.68	\$0.00	\$100.68	\$0.00
WP090	Kosciusko Park Pool Improvements	16	2	\$0.68	\$100.00	(\$99.32)	\$0.00	(\$99.32)	\$0.00
	Tool			\$150.13	\$150.00	\$0.13	\$0.00	\$0.13	\$0.00
WP105	Lincoln Family Aquatic Center Phase	02	2	\$99,489.53	\$0.00	\$99,489.53	\$0.00	\$99,489.53	\$0.00
\$0.00	Total	0	0	\$99,489.53	\$0.00	\$99,489.53	\$0.00	\$99,489.53	\$0.00
WP129	Basketball Courts	04	2	\$0.82	\$0.00	\$0.82	\$0.00	\$0.82	\$0.00
WP129	Tennis Courts	05	2	(\$2.65)	\$0.00	(\$2.65)	\$0.00	(\$2.65)	\$0.00
\$0.00	Total	0	0	(\$1.83)	\$0.00	(\$1.83)	(\$0.00)	(\$1.83)	(\$0.00)
WP131	Oak Leaf Trail - Bluemouind - Rainbr	01	1	(\$383.68)	\$0.00	(\$383.68)	\$0.00	(\$383.68)	\$0.00
WP131	Oak Leaf Trail - Bluemouind - Rainbr	01	2	\$47,413.00	\$47,028.00	\$385.00	\$0.00	\$385.00	\$0.00
WP131	Oak Leaf Trail - Leon Terrace - Bridg	02	1	\$9,961.02	\$0.00	\$9,961.02	\$0.00	\$9,961.02	\$0.00
WP131	Oak Leaf Trail - Leon Terrace - Bridg	02	2	\$8,907.04	\$18,867.65	(\$9,960.61)	\$0.00	(\$9,960.61)	\$0.00
WP131	Oak Leaf Trail - NW Side to Downtov	03	1	(\$166.72)	\$0.00	(\$166.72)	\$0.00	(\$166.72)	\$0.00
WP131	Oak Leaf Trail - NW Side to Downtov	03	2	\$168.00	\$0.19	\$167.81	\$0.00	\$167.81	\$0.00
WP131	Oak Leaf Trail - Downtown Connector	04	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WP131	Oak Leaf Trail - Downtown Connector	04	2	\$0.80	\$0.08	\$0.72	\$0.00	\$0.72	\$0.00
\$0.00	Total	0	0	\$65,899.46	\$65,895.92	\$3.54	\$0.00	\$3.54	\$0.00
WP132	Mitchell Park Domes Generator Repl	01	2	\$377.84	\$0.00	\$377.84	\$0.00	\$377.84	\$0.00
WP132	Mitchell Park Diomes Sound System	02	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WP132	Mitchell Park Domes Reflections Poc	03	2	\$434.33	\$0.00	\$434.33	\$0.00	\$434.33	\$0.00
\$0.00	Total	0	0	\$812.17	\$0.00	\$812.17	\$0.00	\$812.17	\$0.00
WP147	Sherman Park Boys and Girls Club Li	01	2	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00
WP153	Riverside Park - Various Access Imp	01	2	\$11,902.04	\$11,905.47	(\$3.43)	\$0.00	(\$3.43)	\$0.00
WP167	Greenfield Park Golf 15th Tee Restr	02	2	\$5,620.06	\$0.00	\$5,620.06	\$0.00	\$5,620.06	\$0.00
WP167	Jackson Park Boathouse Pavilion Re	03	2	\$0.12	\$0.00	\$0.12	\$0.00	\$0.12	\$0.00
WP167	McKinley Park Marina Roundhouse F	04	2	(\$1,075.01)	\$0.00	(\$1,075.01)	\$0.00	(\$1,075.01)	\$0.00
WP167	Veterans Park Comfort Station Reno	05	2	\$0.75	\$0.00	\$0.75	\$0.00	\$0.75	\$0.00
WP167	Wilson Park Shelter Building Restroc	06	2	(\$829.09)	\$0.00	(\$829.09)	\$0.00	(\$829.09)	\$0.00
WP167	Wilson Park Recreation Center Resti	07	2	(\$3,816.85)	\$0.00	(\$3,816.85)	\$0.00	(\$3,816.85)	\$0.00
WP167	Zablocki Park Service Building Restr	08	2	\$959.00	\$0.00	\$959.00	\$0.00	\$959.00	\$0.00

Capital Improvement Carryovers  
2012 Carryover to 2013

Schedule of Expenditure Appropriations and Revenues Not Recommended for Carryover

Division	Description			Total Lapsed Appropriations	Total Lapsed Revenue	Lapsed Net Appropriations	Cash	Bonds	Available for 2012 Surplus/ (Deficit)
	Total			\$858.98	\$0.00	\$858.98	\$0.00	\$858.98	\$0.00
WP170	Bike Trail Rehabilitation	01	2	\$265.00	\$0.00	\$265.00	\$0.00	\$265.00	\$0.00
WP170	Walkway Replacement	02	2	(\$264.91)	\$0.00	(\$264.91)	\$0.00	(\$264.91)	\$0.00
\$0.00	Total	0	0	\$0.09	\$0.00	\$0.09	\$0.00	\$0.09	\$0.00
WP171	Pool Liners - McCarty Park	01	1	\$10,762.00	\$0.00	\$10,762.00	\$0.00	\$10,762.00	\$0.00
WP171	Pool Liners - McCarty Park	01	2	\$1,732.48	\$0.00	\$1,732.48	\$0.00	\$1,732.48	\$0.00
	Total			\$12,494.48	\$0.00	\$12,494.48	\$0.00	\$12,494.48	\$0.00
WP172	Dretzka Park Golf Course Clubhouse	03	2	\$307.17	\$0.00	\$307.17	\$0.00	\$307.17	\$0.00
WP172	Wilson Recreation Center Lower Roc	07	2	\$14,757.00	\$0.00	\$14,757.00	\$0.00	\$14,757.00	\$0.00
WP172	Washington Park Boathouse Roof	08	2	(\$1.80)	\$0.00	(\$1.80)	\$0.00	(\$1.80)	\$0.00
WP172	Kozy Aquatic Center Pool Buildings I	09	2	\$0.73	\$0.00	\$0.73	\$0.00	\$0.73	\$0.00
WP172	South Shore Pavilion Roof	15	2	\$64,103.00	\$0.00	\$64,103.00	\$0.00	\$64,103.00	\$0.00
WP172	Vogal Park Pavilion HVAC	16	2	(\$1.39)	\$0.00	(\$1.39)	\$0.00	(\$1.39)	\$0.00
WP172	Mitchell Park Domes Roof	17	2	\$499.38	\$500.00	(\$0.62)	\$0.00	(\$0.62)	\$0.00
WP172	MLK Community Center Roof Replac	18	2	\$0.15	\$0.00	\$0.15	\$0.00	\$0.15	\$0.00
	Total			\$79,664.24	\$500.00	\$79,164.24	\$0.00	\$79,164.24	\$0.00
WP181	Lake Park South Lions Bridge Rehat	01	2	\$238.13	\$0.00	\$238.13	\$0.00	\$238.13	\$0.00
WP189	Dineen Park Community Room	01	2	(\$1,442.17)	\$0.00	(\$1,442.17)	(\$1,442.17)		(\$1,442.17)
WP190	SOUTH SHORE BEACH RELOCATI	01	1	\$0.68	\$0.00	\$0.68	\$0.00	\$0.68	\$0.00
WP191	MOODY POOL RENOVATION	01	1	\$0.35	\$0.00	\$0.35	\$0.00	\$0.35	\$0.00
	Total			\$0.35	\$0.00	\$0.35	\$0.00	\$0.35	\$0.00
WP192	Estabrook Park OLT Erosion Repair	02	1	\$20,838.00	\$0.00	\$20,838.00	\$0.00	\$20,838.00	\$0.00
WP192	Honey Creek Parkway/Portland Aver	03	1	(\$23,637.95)	\$0.00	(\$23,637.95)	\$0.00	(\$23,637.95)	\$0.00
WP192	Oak Creek Parkway Erosion Repair	04	1	\$7,053.13	\$0.00	\$7,053.13	\$0.00	\$7,053.13	\$0.00
WP192	Pleasant Valley Erosion Repair	06	1	(\$26,326.14)	\$0.00	(\$26,326.14)	\$0.00	(\$26,326.14)	\$0.00
WP192	Grant Park Picnic Area #2 Erosion R	07	1	\$20,160.43	\$0.00	\$20,160.43	\$0.00	\$20,160.43	\$0.00
WP192	Big Bay Park/Bluff Erosion Repair	08	1	(\$11,974.95)	\$0.00	(\$11,974.95)	\$0.00	(\$11,974.95)	\$0.00
WP192	Riverside Park/East Bank Erosion R	09	1	\$14,887.04	\$0.00	\$14,887.04	\$0.00	\$14,887.04	\$0.00
WP192	Juneau Park/Bluff & OLT Erosion Re	10	1	\$0.51	\$0.00	\$0.51	\$0.00	\$0.51	\$0.00
\$0.00	Total	0	0	\$1,000.07	\$0.00	\$1,000.07	\$0.00	\$1,000.07	\$0.00
WP197	Humboldt Park Band Shell Roof	01	2	\$1,060.00	\$0.00	\$1,060.00	\$0.00	\$1,060.00	\$0.00
WP198	Oakwood Golf Course Service Buildi	01	2	\$0.16	\$0.00	\$0.16	\$0.00	\$0.16	\$0.00
WP200	Jackson Boat House Roof Replacem	01	2	\$0.24	\$0.00	\$0.24	\$0.00	\$0.24	\$0.00
WP222	Dretzka Park Golf Course Irrigation	01	2	\$5,654.77	\$0.00	\$5,654.77	\$0.00	\$5,654.77	\$0.00
WP227	Grant Park - Pedestrian Bridges	01	2	\$0.46	\$0.00	\$0.46	\$0.00	\$0.46	\$0.00
WP228	Boat Launch Piers Replacement	01	2	\$0.51	\$0.00	\$0.51	\$0.00	\$0.51	\$0.00
WP229	Dineen Parking Lot and Walkway Re	01	2	\$1.31	\$0.00	\$1.31	\$0.00	\$1.31	\$0.00

Capital Improvement Carryovers  
2012 Carryover to 2013

Schedule of Expenditure Appropriations and Revenues Not Recommended for Carryover

				Total Lapsed Appropriations	Total Lapsed Revenue	Lapsed Net Appropriations	Cash	Bonds	Available for 2012 Surplus/ (Deficit)
Division	Description								
WP230	Oakwood Golf Course Clubhouse Rc	01	2	\$0.39	\$0.00	\$0.39	\$0.00	\$0.39	\$0.00
WP232	Oak Leaf Trail Rehabilitation at Mea	01	2	\$0.22	\$0.00	\$0.22	\$0.00	\$0.22	\$0.00
WP249	Dretzka Park Service Yard Roof	01	2	\$16,369.71	\$0.00	\$16,369.71	\$0.00	\$16,369.71	\$0.00
WP250	Parks Administration Building Roof	01	2	\$155,000.00	\$0.00	\$155,000.00	\$0.00	\$155,000.00	\$0.00
WP251	Parks Maintenance Shop Roof	01	2	\$0.06	\$0.00	\$0.06	\$0.00	\$0.06	\$0.00
WP252	Root River Parkway Lighting System	01	2	\$0.60	\$0.00	\$0.60	\$0.00	\$0.60	\$0.00
WP253	McGovern Park Service and Comfort	01	2	\$5,655.45	\$0.00	\$5,655.45	\$0.00	\$5,655.45	\$0.00
WP275	Menomonee River Parkway Wetland	01	2	\$0.64	\$0.00	\$0.64	\$0.00	\$0.64	\$0.00
WP276	McKinley Marina BMPs and Lake Mir	01	1	\$0.91	\$0.00	\$0.91	\$0.00	\$0.91	\$0.00
WP281	Scout Lake Pavilion Roof Replaceme	01	2	(\$1,671.00)	\$0.00	(\$1,671.00)	\$0.00	(\$1,671.00)	\$0.00
WP060	Oak Leaf Trail Bridge	04	2	\$0.00	\$88,692.00	(\$88,692.00)	\$0.00	(\$88,692.00)	\$0.00
WP062	Brown Deer Golf Course Cart Paths	11	2	\$536.60	\$0.00	\$536.60	\$0.00	\$536.60	\$0.00
	Total			\$536.60	\$0.00	\$536.60	\$0.00	\$536.60	\$0.00
WP143	Mitchell Park Greenhouse	01	1	(\$12,678.70)	\$0.00	(\$12,678.70)	\$0.00	(\$12,678.70)	\$0.00
WP143	Mitchell Park Greenhouse	01	2	\$12,680.00	\$0.00	\$12,680.00	\$0.00	\$12,680.00	\$0.00
	Total			\$1.30	\$0.00	\$1.30	\$0.00	\$1.30	\$0.00
WP145	Rehabilitation of the Lake Park Lion I	01	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WP145	Rehabilitation of the Lake Park Lion I	01	2	\$0.00	\$51,059.00	(\$51,059.00)	\$0.00	(\$51,059.00)	\$0.00
	Total			\$0.00	\$51,059.00	(\$51,059.00)	\$0.00	(\$51,059.00)	\$0.00
WP173	Hoyt Park Pool Improvements	01	2	\$0.17	\$730.03	(\$729.86)	\$0.00	(\$729.86)	\$0.00
WP174	Parks Major Maintenance	01	2	\$4,283.50	\$0.00	\$4,283.50	\$4,283.50		\$4,283.50
WP174	Domes HVAC Repairs & Upgrades	03	1	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
WP174	Domes HVAC Repairs & Upgrades	03	2	\$4,012.09	\$0.00	\$4,012.09	\$4,012.09		\$4,012.09
\$0.00	Total	0	0	\$8,295.59	\$0.00	\$8,295.59	\$8,295.59	\$0.00	\$8,295.59
WP188	Countywide Scoreboard Replacemer	01	2	\$0.00	\$31,386.00	(\$31,386.00)	\$0.00	(\$31,386.00)	\$0.00
Total Dept. of Parks, Recreation and Culture				\$983,737.46	\$310,779.75	\$672,957.71	\$6,853.42	\$666,104.29	\$40,766.18
McKinley Marina									
Active Projects									
WP513	McKinley Marina Seawall Improve	04	1	\$337.00	\$0.00	\$337.00	\$0.00	\$337.00	\$0.00
WP513	McKinley Marina Seawall Improve	04	2	(\$14.00)	\$0.00	(\$14.00)	\$0.00	(\$14.00)	\$0.00
	Total			\$323.00	\$0.00	\$323.00	\$0.00	\$323.00	\$0.00
Total McKinley Marina				\$323.00	\$0.00	\$323.00	\$0.00	\$323.00	\$0.00

Capital Improvement Carryovers  
2012 Carryover to 2013

Schedule of Expenditure Appropriations and Revenues Not Recommended for Carryover

2012 Carryover to 2013						Total Lapsed Appropriations	Total Lapsed Revenue	Lapsed Net Appropriations	Cash	Bonds	Available for 2012 Surplus/ (Deficit)
Division	Description										
Zoo											
Active Projects											
WZ014	Sea Lion Show Renovations	39	2		\$16,673.00	\$0.00	\$16,673.00	\$0.00	\$16,673.00	\$0.00	\$0.00
WZ014	Seal Pool Filter Room Rehabilitation	63	2		(\$2,131.69)	\$0.00	(\$2,131.69)	\$0.00	(\$2,131.69)	\$0.00	\$0.00
	Total				\$14,541.31	\$0.00	\$14,541.31	\$0.00	\$14,541.31	\$0.00	\$0.00
WZ036	Exit Drive Repaving	01	2		\$619.77	\$100.00	\$519.77	\$0.00	\$519.77	\$0.00	\$0.00
WZ037	Zoo Terrace Renovations - Cooler R	02	4		\$100.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	\$0.00
WZ037	Zoo Terrace Renovations - Door Rep	03	2		\$93.00	\$0.00	\$93.00	\$0.00	\$93.00	\$0.00	\$0.00
	Total				\$193.00	\$0.00	\$193.00	\$0.00	\$193.00	\$0.00	\$0.00
WZ038	Peck Boardwalk Electrical Piping Re	02	2		\$2,888.00	\$0.00	\$2,888.00	\$0.00	\$2,888.00	\$0.00	\$0.00
WZ038	Peck Center Flooring Replacement	03	2		\$2,420.00	\$0.00	\$2,420.00	\$0.00	\$2,420.00	\$0.00	\$0.00
	Total				\$5,308.00	\$0.00	\$5,308.00	\$0.00	\$5,308.00	\$0.00	\$0.00
WZ039	Zoomobile Replacement	01	4		\$2,256.44	\$0.00	\$2,256.44	\$0.00	\$2,256.44	\$0.00	\$0.00
WZ040	Polar Bear & Seal Exhibit Shade Str	01	1		\$7,155.98	\$0.00	\$7,155.98	\$0.00	\$7,155.98	\$0.00	\$0.00
WZ040	Polar Bear & Seal Exhibit Shade Str	01	2		(\$7,157.00)	\$0.00	(\$7,157.00)	\$0.00	(\$7,157.00)	\$0.00	\$0.00
	Total				(\$1.02)	\$0.00	(\$1.02)	\$0.00	(\$1.02)	\$0.00	\$0.00
WZ041	Aviary Fire and Smoke Detection De	01	2		(\$2,288.69)	\$500.00	(\$2,788.69)	\$0.00	(\$2,788.69)	\$0.00	\$0.00
WZ042	Primate House Fire and Smoke Dete	01	2		\$0.06	\$0.00	\$0.06	\$0.00	\$0.06	\$0.00	\$0.00
WZ045	AHC ELECTRICAL SERV EXTENSIO	01	2		\$0.41	\$0.00	\$0.41	\$0.00	\$0.41	\$0.00	\$0.00
WZ048	PRIMATES/APES ENCLOSURE RE	01	2		\$521.00	\$0.00	\$521.00	\$0.00	\$521.00	\$0.00	\$0.00
WZ052	CLIMBING STRUCTURE & MESH R	01	2		\$507.00	\$0.00	\$507.00	\$0.00	\$507.00	\$0.00	\$0.00
WZ058	Winter Quarters Barn Renovation - C	01	1		\$0.86	\$0.00	\$0.86	\$0.00	\$0.86	\$0.00	\$0.00
WZ059	PACHYDERM WEST SERV AREA F	01	2		(\$2,592.75)	\$0.00	(\$2,592.75)	\$0.00	(\$2,592.75)	\$0.00	\$0.00
WZ063	Winter Quarters Main Roof Replacer	01	1		\$0.18	\$100.00	(\$99.82)	\$0.00	(\$99.82)	\$0.00	\$0.00
WZ063	Winter Quarters Main Roof Replacer	01	2		\$200.29	\$100.00	\$100.29	\$0.00	\$100.29	\$0.00	\$0.00
	Total	0	0		\$200.47	\$200.00	\$0.47	\$0.00	\$0.47	\$0.00	\$0.00
WZ073	Zoo South end Service/Train Garage	01	2		\$0.32	\$0.00	\$0.32	\$0.00	\$0.32	\$0.00	\$0.00
WZ083	Zoo Pavement Replacement and Lig	01	2		\$0.70	\$0.00	\$0.70	\$0.00	\$0.70	\$0.00	\$0.00
WZ093	Zoo Storm Drain and Manhole Rehal	01	2		\$0.23	\$0.00	\$0.23	\$0.00	\$0.23	\$0.00	\$0.00
WZ099	Zoo Aquatic Reptile Center Chimney	01	2		\$0.88	\$0.00	\$0.88	\$0.00	\$0.88	\$0.00	\$0.00
WZ100	Zoo Elephant Service Area Utility	01	1		\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$0.00
WZ100	Zoo Elephant Service Area Utility	01	2		(\$3,000.00)	\$0.00	(\$3,000.00)	\$0.00	(\$3,000.00)	\$0.00	\$0.00
	Total				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Capital Improvement Carryovers  
2012 Carryover to 2013

Schedule of Expenditure Appropriations and Revenues Not Recommended for Carryover

				Total Lapsed Appropriations	Total Lapsed Revenue	Lapsed Net Appropriations	Cash	Bonds	Available for 2012 Surplus/ (Deficit)
Division	Description								
WZ107	Zoo Bear Service Area Improvement	01	1	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00
WZ107	Zoo Bear Service Area Improvement	01	2	(\$5,000.00)	\$0.00	(\$5,000.00)	\$0.00	(\$5,000.00)	\$0.00
	Total			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WZ109	Zoo Deep Well Improvements	01	2	\$42.50	\$0.00	\$42.50	\$0.00	\$42.50	\$0.00
WZ110	Penguin Chiller Replacement	01	4	(\$2,660.00)	\$0.00	(\$2,660.00)	\$0.00	(\$2,660.00)	\$0.00
WZ601	Point of Sale Replacement	01	1	\$23,930.00	\$0.00	\$23,930.00	\$23,930.00		\$23,930.00
WZ029	Special Exhibits Building Roof Repla	01	2	\$0.72	\$0.00	\$0.72	\$0.00	\$0.72	\$0.00
	Total			\$0.72	\$0.00	\$0.72	\$0.00	\$0.72	\$0.00
WZ599	Pachyderm Building Modification	0	0	\$0.00	\$0.00	\$0.00	(\$1.44)	\$1.44	(\$1.44)
	Total Zoo			\$40,581.21	\$800.00	\$39,781.21	\$23,928.56	\$15,852.65	\$23,928.56
	TOTAL PARKS, RECREATION & CULTURE			\$1,162,756.67	\$313,279.75	\$849,476.92	\$30,781.98	\$818,694.94	\$64,694.74
	HEALTH & HUMAN SERVICES								
	DHS-Behavioral Health Division								
Active Projects									
WE033	Behavioral Health Facility	01	1	(\$5,523.00)	\$0.00	(\$5,523.00)	\$0.00	(\$5,523.00)	\$0.00
WE033	Behavioral Health Facility	01	2	\$14,978.00	\$0.00	\$14,978.00	\$0.00	\$14,978.00	\$0.00
WE033	Behavioral Health Facility - Furniture	02	2	(\$4,572.00)	\$0.00	(\$4,572.00)	\$0.00	(\$4,572.00)	\$0.00
WE033	BHD Kitchen Renovations/Equip. Srr	03	2	(\$4,884.52)	\$0.00	(\$4,884.52)	\$0.00	(\$4,884.52)	\$0.00
WE033	BHD Concrete Stairs and Fireproof N	04	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total			(\$1.52)	\$0.00	(\$1.52)	\$0.00	(\$1.52)	\$0.00
	Total DHS-Mental Health Division			(\$1.52)	\$0.00	(\$1.52)	\$0.00	(\$1.52)	\$0.00
	DPW County Grounds								
Active Projects									
WG012	1000 MG Waterspheroid (190' TCI) T	01	1	(\$22,129.16)	\$0.00	(\$22,129.16)	\$0.00	(\$22,129.16)	\$0.00
WG012	1000 MG Waterspheroid (190' TCI) T	01	2	\$22,127.00	\$0.00	\$22,127.00	\$0.00	\$22,127.00	\$0.00
\$0.00	Total	0	0	(\$2.16)	\$0.00	(\$2.16)	\$0.00	(\$2.16)	\$0.00
	Total DPW County Grounds			(\$2.16)	\$0.00	(\$2.16)	\$0.00	(\$2.16)	\$0.00
	Department of Human Services								
Active Projects									
WS032	Variable Air Volume Boxes - Upgrad	01	1	\$27,490.90	\$0.00	\$27,490.90	\$0.00	\$27,490.90	\$0.00
WS032	Variable Air Volume Boxes - Upgrad	01	2	(\$17,793.00)	\$9,700.00	(\$27,493.00)	\$0.00	(\$27,493.00)	\$0.00
	Total	0	0	\$9,697.90	\$9,700.00	(\$2.10)	\$0.00	(\$2.10)	\$0.00
WS034	Washington Park Senior Center Roo	01	1	(\$6,998.05)	\$0.00	(\$6,998.05)	\$0.00	(\$6,998.05)	\$0.00
WS034	Washington Park Senior Center Roo	01	2	\$6,997.00	\$0.00	\$6,997.00	\$0.00	\$6,997.00	\$0.00
\$0.00	Total	0	0	(\$1.05)	\$0.00	(\$1.05)	\$0.00	(\$1.05)	\$0.00
WS035	Coggs - Roof Replacement	01	1	(\$498,078.94)	\$0.00	(\$498,078.94)	\$0.00	(\$498,078.94)	\$0.00
WS035	Coggs - Roof Replacement	01	2	\$485,260.00	\$2,000.00	\$483,260.00	\$0.00	\$483,260.00	\$0.00

Capital Improvement Carryovers  
2012 Carryover to 2013

Schedule of Expenditure Appropriations and Revenues Not Recommended for Carryover

Division	Description			Total Lapsed Appropriations	Total Lapsed Revenue	Lapsed Net Appropriations	Cash	Bonds	Available for 2012 Surplus/ (Deficit)
\$0.00	Total	0	0	(\$12,818.94)	\$2,000.00	(\$14,818.94)	\$0.00	(\$14,818.94)	\$0.00
WS016	Kelly Senior Center - Bathroom Ren	09	2	(\$547.81)	\$0.00	(\$547.81)	\$0.00	(\$547.81)	\$0.00
	Total			(\$547.81)	\$0.00	(\$547.81)	\$0.00	(\$547.81)	\$0.00
	Total Department of Human Services			(\$3,669.90)	\$11,700.00	(\$15,369.90)	\$0.00	(\$15,369.90)	\$0.00
	TOTAL HEALTH & HUMAN SERVICES			(\$3,673.58)	\$11,700.00	(\$15,373.58)	\$0.00	(\$15,373.58)	\$0.00
	GENERAL GOVERNMENT								
	Courthouse Complex								
Active Projects									
WC013	Criminal Justice Center Deputy Work	01	1	(\$30,644.99)	\$0.00	(\$30,644.99)	\$0.00	(\$30,644.99)	\$0.00
WC013	Criminal Justice Center Deputy Work	01	2	\$39,299.34	\$8,657.00	\$30,642.34	\$0.00	\$30,642.34	\$0.00
	Total			\$8,654.35	\$8,657.00	(\$2.65)	\$0.00	(\$2.65)	\$0.00
WC014	Courthouse HVAC System	01	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WC014	Courthouse HVAC System	01	2	\$14,538.00	\$0.00	\$14,538.00	\$0.00	\$14,538.00	\$0.00
	Total			\$14,538.00	\$0.00	\$14,538.00	\$0.00	\$14,538.00	\$0.00
WC023	CH Complex Automation & Access C	01	1	(\$225,040.22)	\$0.00	(\$225,040.22)	\$0.00	(\$225,040.22)	\$0.00
WC023	CH Complex Automation & Access C	01	2	\$225,038.36	\$1,000.00	\$224,038.36	\$0.00	\$224,038.36	\$0.00
	Total			(\$1.86)	\$1,000.00	(\$1,001.86)	\$0.00	(\$1,001.86)	\$0.00
WC025	Courthouse Restroom Renovation	01	1	\$6,099.43	\$0.00	\$6,099.43	\$0.00	\$6,099.43	\$0.00
WC025	Courthouse Restroom Renovation	01	2	(\$5,098.78)	\$1,000.00	(\$6,098.78)	\$0.00	(\$6,098.78)	\$0.00
	Total			\$1,000.65	\$1,000.00	\$0.65	\$0.00	\$0.65	\$0.00
WC027	Courthouse Ligh Court Window Repl	01	1	(\$24,831.93)	\$0.00	(\$24,831.93)	\$0.00	(\$24,831.93)	\$0.00
WC027	Courthouse Ligh Court Window Repl	01	2	\$29,832.09	\$5,000.00	\$24,832.09	\$0.00	\$24,832.09	\$0.00
	Total			\$5,000.16	\$5,000.00	\$0.16	\$0.00	\$0.16	\$0.00
WC038	Courthouse Roof Drain Replacement	01	2	\$0.31	\$0.00	\$0.31	\$0.00	\$0.31	\$0.00
WC070	Domestic Violence Area Reconsrtruc	01	1	(\$14,352.15)	\$0.00	(\$14,352.15)	\$0.00	(\$14,352.15)	\$0.00
WC070	Domestic Violence Area Reconsrtruc	01	2	\$15,352.00	\$1,000.00	\$14,352.00	\$0.00	\$14,352.00	\$0.00
	Total			\$999.85	\$1,000.00	(\$0.15)	\$0.00	(\$0.15)	\$0.00
WC071	District Attorney Security Card Syste	01	1	\$99.32	\$100.00	(\$0.68)	\$0.00	(\$0.68)	\$0.00
WC075	Courthouse Masonry Improvements	01	1	(\$3,611.52)	\$0.00	(\$3,611.52)	\$0.00	(\$3,611.52)	\$0.00
WC075	Courthouse Masonry Improvements	02	2	\$669.02	\$0.00	\$669.02	\$0.00	\$669.02	\$0.00
	Total			(\$2,942.50)	\$0.00	(\$2,942.50)	\$0.00	(\$2,942.50)	\$0.00
WC042	CJF 3D Doors and Plumbing	01	1	(\$742.56)	\$0.00	(\$742.56)	\$0.00	(\$742.56)	\$0.00
WC042	CJF 3D Doors and Plumbing	01	2	(\$0.00)	\$0.00	(\$0.00)	\$0.00	(\$0.00)	\$0.00
	Total			(\$742.56)	\$0.00	(\$742.56)	\$0.00	(\$742.56)	\$0.00
WC063	CJF - Cell toilet Flushing Control Sys	01	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WC063	CJF - Cell toilet Flushing Control Sys	01	2	\$373.40	\$0.00	\$373.40	\$0.00	\$373.40	\$0.00
	Total			\$373.40	\$0.00	\$373.40	\$0.00	\$373.40	\$0.00

Capital Improvement Carryovers  
2012 Carryover to 2013

Schedule of Expenditure Appropriations and Revenues Not Recommended for Carryover

Division	Description			Total Lapsed Appropriations	Total Lapsed Revenue	Lapsed Net Appropriations	Cash	Bonds	Available for 2012 Surplus/ (Deficit)
	Total Courthouse Complex			\$26,979.12	\$16,757.00	\$10,222.12	\$0.00	\$10,222.12	\$0.00
	House of Correction								
Active Projects									
WJ042	Shower Ventilation	01	2	(\$42.86)	(\$9,804.00)	\$9,761.14	\$0.00	\$9,761.14	\$0.00
WJ043	HOC Slider Security Door	01	2	\$158,216.00	\$500.00	\$157,716.00	\$0.00	\$157,716.00	\$0.00
WJ051	HOC Security Camera System	01	1	\$19,801.78	\$0.00	\$19,801.78	\$0.00	\$19,801.78	\$0.00
WJ051	HOC Security Camera System	01	2	(\$5,000.33)	\$1,000.00	(\$6,000.33)	\$0.00	(\$6,000.33)	\$0.00
WJ051	HOC Security Cameras	01	4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	Total	0	0	\$14,801.45	\$1,000.00	\$13,801.45	\$0.00	\$13,801.45	\$0.00
WJ021	ACC HVAC System - Planning	01	1	(\$821.00)	\$0.00	(\$821.00)	\$0.00	(\$821.00)	(\$821.00)
WJ021	ACC HVAC System - Replacement	01	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total			(\$821.00)	\$0.00	(\$821.00)	\$0.00	(\$821.00)	(\$821.00)
WJ058	Metasys Extended Architecture Syst	01	2	\$138.99	\$0.00	\$138.99	\$0.00	\$138.99	\$0.00
	Total House of Correction			\$172,292.58	(\$8,304.00)	\$180,596.58	\$0.00	\$180,596.58	(\$821.00)
	Other County Agencies								
Active Projects									
WO038	Marcus Center HVAC Upgrade	01	1	(\$11,441.01)	\$0.00	(\$11,441.01)	\$0.00	(\$11,441.01)	\$0.00
WO038	Marcus Center HVAC Upgrade	01	2	\$11,438.16	\$0.00	\$11,438.16	\$0.00	\$11,438.16	\$0.00
\$0.00	Total	0	0	(\$2.85)	\$0.00	(\$2.85)	\$0.00	(\$2.85)	\$0.00
WO057	Wil-O-Way Storage Room	01	2	\$0.22	\$0.00	\$0.22	\$0.00	\$0.22	\$0.00
WO059	Wil-O-Way Grant Roof Replacement	01	2	\$0.02	\$0.00	\$0.02	\$0.00	\$0.02	\$0.00
WO060	Doctor Parks - Parking Lot	01	2	\$39,396.37	\$1,000.00	\$38,396.37	\$0.00	\$38,396.37	\$0.00
WO060	Dineen Park Parking Lot	04	2	\$1,700.69	\$0.00	\$1,700.69	\$0.00	\$1,700.69	\$0.00
WO060	Sports Complex Parking Lot	05	2	(\$42,801.10)	\$500.00	(\$43,301.10)	\$0.00	(\$43,301.10)	\$0.00
WO060	Greene Park Parking Lot	06	2	(\$14,347.13)	\$164.00	(\$14,511.13)	\$0.00	(\$14,511.13)	\$0.00
WO060	Hampton Ave. I-43 to Green Bay Ro	07	1	\$31,193.00	\$0.00	\$31,193.00	\$0.00	\$31,193.00	\$0.00
WO060	Hampton Ave. I-43 to Green Bay Ro	07	2	(\$7,071.62)	\$500.00	(\$7,571.62)	\$0.00	(\$7,571.62)	\$0.00
WO060	Roort River Parkway - Service Yard	08	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WO060	Juneau Park - Landfill to Marina Lots	09	2	(\$10,166.13)	\$0.00	(\$10,166.13)	\$0.00	(\$10,166.13)	\$0.00
WO060	Lapke Park - North Newberry to Pavi	10	2	(\$10,754.80)	\$0.00	(\$10,754.80)	\$0.00	(\$10,754.80)	\$0.00
WO060	KK Parkway - S. 57th St. to S. 60th S	11	2	(\$0.00)	\$0.00	(\$0.00)	\$0.00	(\$0.00)	\$0.00
WO060	Doctor Park - Road to Picnic Area #3	12	2	\$0.40	\$0.00	\$0.40	\$0.00	\$0.40	\$0.00
WO060	Grant Park - From Fort; NW to Lake	13	2	\$147,098.43	\$0.00	\$147,098.43	\$0.00	\$147,098.43	\$0.00
WO060	Lake Park - Ravine Drive North to Se	14	2	\$0.65	\$0.00	\$0.65	\$0.00	\$0.65	\$0.00
	Total			\$134,248.76	\$2,164.00	\$132,084.76	\$0.00	\$132,084.76	\$0.00
WO062	Additional Capacity - Public Safety R	01	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WO062	Additional Capacity - Public Safety R	01	4	(\$760.00)	\$0.00	(\$760.00)	\$0.00	(\$760.00)	\$0.00
	Total			(\$760.00)	\$0.00	(\$760.00)	\$0.00	(\$760.00)	\$0.00
WO063	Electronic Vote Tabulator System	01	4	\$185,908.00	\$250.00	\$185,658.00	\$0.00	\$185,658.00	\$0.00

**Capital Improvement Carryovers**  
**2012 Carryover to 2013**

**Schedule of Expenditure Appropriations and Revenues Not Recommended for Carryover**

Division	Description			Total Lapsed Appropriations	Total Lapsed Revenue	Lapsed Net Appropriations	Cash	Bonds	Available for 2012 Surplus/ (Deficit)
WO064	Wil-O-Way Recreation Center Entranc	01	2	(\$1,983.00)	\$500.00	(\$2,483.00)	\$0.00	(\$2,483.00)	\$0.00
WO065	Wil-O-Way Recreation Center Renov	01	2	\$0.34	\$500.00	(\$499.66)	\$0.00	(\$499.66)	\$0.00
WO066	Holler Park ADA Fishing Pad Improv	01	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WO067	Holler Park Pavillion LL Restroom Re	01	1	\$7,512.06	\$0.00	\$7,512.06	\$0.00	\$7,512.06	\$0.00
WO067	Holler Park Pavillion LL Restroom Re	01	2	\$139,508.36	\$500.00	\$139,008.36	\$0.00	\$139,008.36	\$0.00
\$0.00	Total	0	0	\$147,020.42	\$500.00	\$146,520.42	\$0.00	\$146,520.42	\$0.00
WO106	Fleet Generator/Transfer Switch Rep	01	1	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	\$0.00
WO106	Fleet Generator/Transfer Switch Rep	01	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WO106	Fleet Generator/Transfer Switch Rep	01	4	(\$2,001.00)	\$0.00	(\$2,001.00)	\$0.00	(\$2,001.00)	\$0.00
\$0.00	Total	0	0	(\$1.00)	\$0.00	(\$1.00)	\$0.00	(\$1.00)	\$0.00
WO112	Fleet General Equipment	01	4	(\$1.21)	\$0.00	(\$1.21)	(\$1.21)		(\$1.21)
WO112	Fleet Equipment Acquisition (Grant F	07	4	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total			\$1,998.79	\$2,000.00	(\$1.21)	(\$1.21)	\$0.00	(\$1.21)
WO114	O'Donnell Park Improvements	01	2	(\$95,855.62)	\$0.00	(\$95,855.62)	(\$95,855.62)		(\$95,855.62)
WO114	City Campus Façade and Other Insp	03	1	\$0.00	\$40,000.00	(\$40,000.00)	(\$40,000.00)		(\$40,000.00)
WO114	Museum Façade Repair and Replace	05	2	\$95,850.91	\$0.00	\$95,850.91	\$0.00	\$95,850.91	\$0.00
WO114	Safety Building Restoration	06	1	(\$57,152.41)	\$0.00	(\$57,152.41)	\$0.00	(\$57,152.41)	\$0.00
WO114	Safety Building Restoration	06	2	(\$58,353.00)	\$0.00	(\$58,353.00)	\$0.00	(\$58,353.00)	\$0.00
WO114	GMIA & LJT Airport Improvements	07	2	(\$0.42)	\$0.34	(\$0.76)	(\$0.76)		(\$0.76)
WO114	Courthouse Complex Improvements	11	2	\$191,012.58	\$0.00	\$191,012.58	\$191,012.58		\$191,012.58
WO114	HOC Infrastructure Improvements	12	2	\$0.09	\$0.00	\$0.09	\$0.09		\$0.09
WO114	Transit Infrastructure Improvements	16	2	(\$1.07)	\$0.00	(\$1.07)	(\$1.07)		(\$1.07)
WO114	Parks Infrastructure Improvements	17	2	(\$0.68)	\$0.00	(\$0.68)	(\$0.68)		(\$0.68)
WO114	Zoo Infrastructure Improvements	18	2	\$0.11	\$0.00	\$0.11	\$0.11		\$0.11
\$0.00	Total	0	0	\$75,500.49	\$40,000.34	\$35,500.15	\$55,154.65	(\$19,654.50)	\$55,154.65
WO129	Wil-O-Ways Underwood Wading Poc	01	2	(\$0.12)	\$0.00	(\$0.12)	(\$0.12)		(\$0.12)
WO143	Fleet and Vel Phillips Heating Syster	01	2	\$0.47	\$0.00	\$0.47	\$0.47		\$0.47
WO205	Fiscal Monitoring System	02	2	(\$95,244.53)	\$0.00	(\$95,244.53)	(\$95,244.53)		(\$95,244.53)
WO205	Capital Monitoring Database	02	4	(\$1,102.09)	\$0.00	(\$1,102.09)	(\$1,102.09)		(\$1,102.09)
WO205	Airport Fixed Asset System	04	4	\$346,345.00	\$250,000.00	\$96,345.00	\$96,345.00		\$96,345.00
	Total			\$249,998.38	\$250,000.00	(\$1.62)	(\$1.62)	\$0.00	(\$1.62)
WO215	Storage Expansion	01	1	\$48,369.00	\$0.00	\$48,369.00	\$0.00	\$48,369.00	\$0.00
WO215	Storage Expansion	01	4	(\$45,918.32)	\$1,000.00	(\$46,918.32)	\$0.00	(\$46,918.32)	\$0.00
	Total			\$2,450.68	\$1,000.00	\$1,450.68	\$0.00	\$1,450.68	\$0.00
WO219	Narrowbanding	01	4	\$435,925.72	\$0.00	\$435,925.72	\$0.00	\$435,925.72	\$0.00
WO221	Data Center Equipment and Construc	01	1	(\$5,861.93)	\$0.00	(\$5,861.93)	\$0.00	(\$5,861.93)	\$0.00
WO221	Data Center Equipment and Construc	01	4	\$2,063.00	\$0.00	\$2,063.00	\$0.00	\$2,063.00	\$0.00
	Total			(\$3,798.93)	\$0.00	(\$3,798.93)	\$0.00	(\$3,798.93)	\$0.00
WO422	In Squad Cameras - Vision Hawk Dig	01	4	(\$624.71)	\$0.00	(\$624.71)	\$0.00	(\$624.71)	\$0.00



Capital Improvement Carryovers  
2012 Carryover to 2013

Schedule of Expenditure Appropriations and Revenues Not Recommended for Carryover

				Total Lapsed Appropriations	Total Lapsed Revenue	Lapsed Net Appropriations	Cash	Bonds	Available for 2012 Surplus/ (Deficit)
Division	Description								
WO509	Villa Terrace - Security System	01	2	\$0.06	\$0.00	\$0.06	\$0.00	\$0.06	\$0.00
WO511	Charles Allis - Security System	01	2	(\$1.01)	\$0.00	(\$1.01)	\$0.00	(\$1.01)	\$0.00
WO513	War Memorial - North Parking Lot	01	1	\$1,301.27	\$0.00	\$1,301.27	\$0.00	\$1,301.27	\$0.00
WO513	War Memorial - North Parking Lot	02	2	(\$1,499.17)	\$0.00	(\$1,499.17)	\$0.00	(\$1,499.17)	\$0.00
\$0.00	Total	.	0	(\$197.90)	\$0.00	(\$197.90)	\$0.00	(\$197.90)	\$0.00
WO514	War Memorial Window Replacement	01	1	(\$889.62)	\$0.00	(\$889.62)	(\$889.62)		(\$889.62)
WO514	War Memorial Window Replacement	02	2	\$890.00	\$0.00	\$890.00	\$890.00		\$890.00
	Total			\$0.38	\$0.00	\$0.38	\$0.38	\$0.00	\$0.38
WO606	Rewire County Facilities	01	1	\$132,460.62	\$0.00	\$132,460.62	\$0.00	\$132,460.62	\$0.00
WO606	Rewire County Facilities	01	2	(\$177,562.35)	\$0.00	(\$177,562.35)	\$0.00	(\$177,562.35)	\$0.00
WO606	Rewire County Facilities	01	4	\$45,098.16	\$0.00	\$45,098.16	\$0.00	\$45,098.16	\$0.00
WO606	BHD Wireless Infrastructure	02	4	\$3,511.21	\$0.00	\$3,511.21	\$0.00	\$3,511.21	\$0.00
	Total			\$3,508	\$0	\$3,508	\$0	\$3,507.64	\$0
WO618	Franklin Public Safety Communicatic	01	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WO618	Franklin Public Safety Communicatic	01	2	(\$774.00)	\$0.00	(\$774.00)	\$0.00	(\$774.00)	\$0.00
WO618	Franklin Public Safety Communicatic	01	4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total			(\$774.00)	\$0.00	(\$774.00)	\$0.00	(\$774.00)	\$0.00
WO619	Diaster Recovery Site	01	4	(\$0.82)	\$0.00	(\$0.82)	\$0.00	(\$0.82)	\$0.00
	Total			(\$0.82)	\$0.00	(\$0.82)	\$0.00	(\$0.82)	\$0.00
WO620	Greenfield Public Safety Communica	01	4	(\$442.96)	\$0.00	(\$442.96)	\$0.00	(\$442.96)	\$0.00
WO622	Analog Repeater Replacement	01	2	\$4,591.00	\$0.00	\$4,591.00	\$0.00	\$4,591.00	\$0.00
WO865	Brownfields Redevelopment	01	2	\$18,610.00	\$0.00	\$18,610.00	\$18,610.00		\$18,610.00
	Total			\$18,610.00	\$0.00	\$18,610.00	\$18,610.00	\$0.00	\$18,610.00
WO870	Special Assessments	01	1	\$0.75	\$0.00	\$0.75	\$0.75		\$0.75
	Total			\$0.75	\$0.00	\$0.75	\$0.75	\$0.00	\$0.75
WO895	Countywide Revolving Engineering A	01	0	(\$13.94)	\$0.00	(\$13.94)	(\$13.94)		(\$13.94)
\$0.00	Total			(\$13.94)	\$0.00	(\$13.94)	(\$13.94)	\$0.00	(\$13.94)
WO949	INVENTORY & ASSESS CNTY BLD	01	1	\$354,495.58	\$354,495.00	\$0.58	\$0.58		\$0.58
WO950	Milwaukee Public Art Program	01	1	\$1.15	\$0.00	\$1.15	\$0.00	\$1.15	\$0.00
	Total			\$1.15	\$0.00	\$1.15	\$0.00	\$1.15	\$0.00
WO029	Milwaukee County Historical Society	01	1	\$982.00	\$0.00	\$982.00	\$0.00	\$982.00	\$0.00
	Total			\$982.00	\$0.00	\$982.00	\$0.00	\$982.00	\$0.00
WO098	Legislative Workflow and Public Accr	01	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WO098	Legislative Workflow and Public Accr	01	2	\$7.34	\$0.00	\$7.34	\$0.00	\$7.34	\$0.00
	Total			\$7.34	\$0.00	\$7.34	\$0.00	\$7.34	\$0.00

Capital Improvement Carryovers 2012 Carryover to 2013			Schedule of Expenditure Appropriations and Revenues Not Recommended for Carryover					Available for 2012 Surplus/ (Deficit)
Division	Description		Total Lapsed Appropriations	Total Lapsed Revenue	Lapsed Net Appropriations	Cash	Bonds	
WO999	1999 Expenditures w/o Project Numt	99 1	\$0.00	\$0.00	\$0.00	(\$1,978.68)	\$1,979	(\$1,978.68)
	<b>Total Other County Agencies</b>		\$1,606,646.95	\$651,409.34	\$955,237.61	\$71,771.26	\$883,466.35	\$71,771.26
	<b>TOTAL GENERAL GOVERNMENT</b>		\$1,805,918.65	\$659,862.34	\$1,146,056.31	\$71,771.26	\$1,074,285.05	\$70,950.26
	<b>GRAND TOTAL CAPITAL IMPROVEMENTS</b>		\$21,851,061.30	\$22,069,091.43	(\$218,030.13)	(\$876,924.48)	\$658,894.35	(\$843,832.72)
	<b>9960 Corporate Purpose</b>		\$4,882,659.13	\$3,208,507.82	\$1,674,151.31	(\$334,431.05)	\$2,008,582.36	(\$301,339.29)
	<b>9960 Airport</b>		\$16,968,402.17	\$18,860,583.61	(\$1,892,181.44)	(\$542,493.43)	(\$1,349,688.01)	(\$542,493.43)

## **Highway Appropriation Transfer**

## Highway Transfers

	To	From
<b><u>Project WH010072 S. 13th Street</u></b>		
8529- Utility Relocation	\$730,000	\$184,000
State Revenue		
<b><u>Project WH020021 College Ave 13th to 20th</u></b>		
9706- Prof Div Services		\$130,000
6146- Prof Serv- Cap/Major Maintenance		\$20,000
2699-Other Fed Grants and Reimbursement	\$120,000	
<b><u>WH030022 Oak Creek Parkway Bridge #741</u></b>		
8530-Roadway Planning and Construction		\$80,000
2699- Other Fed Grants and Reimbursement	\$64,000	
<b><u>WH083012 W. Silver Spring Drive N. 124th</u></b>		
8530-Roadway Planning and Construction		\$300,000
6146- Prof Serv- Cap/Major Maintenance		\$100,000
<b><u>WH083032 W. Silver Spring Drive Bridge</u></b>		
8530-Roadway Planning and Construction		\$100,000
<b><u>Project WH022012 N. 107th St. Brown Deer to NCL</u></b>		
2699-Other Fed Grants and Reimbursement	\$1,100,000	\$700,000
4907- General Obligation Bonds		\$400,000
6146- Prof Serv- Cap/Major Maintenance		
<b><u>WH020052 W. Oklahoma S. 76th to S. 108th St.</u></b>		
6146- Prof Serv- Cap/Major Maintenance		\$1,400,000
2299- Other State Grants and Reimbursements	\$700,000	
4907- General Obligation Bonds	\$700,000	
<b><u>WH030072 Milwaukee River Parkway Bridge</u></b>		
8530-Roadway Planning and Construction	\$1,100,000	
<b><u>WH030162 W. Oklahoma Ave Bridge over Honey Creek</u></b>		
Total	\$4,514,000	\$1,100,000 \$4,514,000

**COUNTY OF MILWAUKEE  
Inter-Office Communication**

**Date:** March 7, 2013

**To:** Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

**From:** Jerome J. Heer, Director of Audits

**Subject:** Proposed Resolution to Amend the Professional Services Contract between the Audit Services Division and Baker Tilly Virchow Krause, LLP

**REQUEST**

Per Section 1.13 of the Milwaukee County Administrative Manual, all contract extensions or amendments to provide additional reimbursement to the same vendor require County Board approval for each extension, unless the original contract, plus extensions, is less than \$50,000.

The Audit Services Division respectfully requests an amendment to the professional services contract between Milwaukee County (represented by the Audit Services Division) and Baker Tilly Virchow Krause, LLP (Baker Tilly), for the provision of additional audit services.

**BACKGROUND**

As previously authorized by the County Board, the Department of Audit (now the Audit Services Division within the Office of the Comptroller) renewed a professional services contract with Baker Tilly in 2013 to conduct the annual countywide financial statement audit, single audit, and certain other audit services required by regulatory agencies, for the year ended December 31, 2012. Baker Tilly is on track to achieve its DBE participation goal of 34%.

In 2010, the State of Wisconsin expanded its oversight of the Department of Family Care's (DFC) operation of a Care Management Organization (CMO) under the State's Family Care Program. Previously, State oversight of DFC vested solely with the Department of Health Services. However, since this change, the level of oversight has been broadened with the addition of oversight by the Office of the Commissioner of Insurance (OCI), which subjects DFC to the specific audit requirements codified under Section Ins 57 of the Wisconsin Administrative Code. In 2011 and 2012 these regulatory requirements were met through the acquisition of additional audit services from Baker Tilly. Acquisition of these additional services are again being sought from the firm in 2013.

**RECOMMENDATION**

To comply with the State OCI requirements imposed on DFC in an efficient and economical manner, the Director of Audits, with the concurrence of the Director of the Department of Family Care, respectfully requests approval to amend the professional services contract with Baker Tilly Virchow Krause, LLP for the procurement of additional audit services.

The cost of the contract amendment (not to exceed \$28,000) will be paid by DFC using State Family Care Program funding. Baker Tilly will commit to meet or exceed County DBE goals in regard to the contract amendment.

Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors  
March 7, 2013  
Page 2

The required resolution and fiscal note are attached for your consideration and referral to the appropriate standing committee(s) of the County Board of Supervisors.



Jerome J. Heer

JJH/PAG/cah

Attachments

cc: Scott B. Manske, Milwaukee County Comptroller  
Supervisor Willie Johnson, Jr., Co-Chair, Committee on Finance, Personnel & Audit  
Supervisor David Cullen, Co-Chair, Committee on Finance, Personnel & Audit  
Chris Abele, Milwaukee County Executive  
Maria Ledger, Director, Department of Family Care  
Kelly Bablitch, Chief of Staff, County Board Staff  
Steve Cady, Research Analyst, County Board Staff  
Carol Mueller, Chief Committee Clerk  
John Knepel, Partner, Baker Tilly Virchow, Krause, LLP



(ITEM ) From the Director of Audits, Audit Services Division, requesting authorization to amend a professional services contract between Baker Tilly Virchow Krause, LLP and the Audit Services Division to acquire additional audit services necessary for the Department of Family Care to comply with State requirements, by recommending adoption of the following:

### **A RESOLUTION**

WHEREAS, in 2010, regulation of the Care Management Organization Division (CMO) of the Department on Aging was expanded beyond the State Department of Health Services to include the Office of the Commissioner of Insurance (OCI), thereby subjecting the CMO to a new body of regulations, including audit requirements specified in Ins 57, Wisconsin Administrative Code; and

WHEREAS, also in 2010, the State set forth a requirement that the CMO be organizationally separated from the Department on Aging and the Department of Health and Human Services as a condition for continuing under contract with the State to operate as a care management organization for administration of the Family Care Program within Milwaukee County; and

WHEREAS, the Department of Family Care was created in July 2010 to achieve the separation required by the State; and

WHEREAS, the Audit Services Division requests approval to amend the existing professional services agreement with Baker Tilly Virchow Krause, LLP for the annual audit of the County as a whole for the year ended December 31, 2012 to acquire the additional audit services required for the Department of Family Care to comply with State regulations; and

WHEREAS, the effect of the requested amendment would be to expand the current professional services contract to include additional audit services as required of the Milwaukee County Department of Family to meet the requirements of Ins 57, Wisconsin Administrative Code and to increase the total value of the contract by \$28,000, bringing the total value of the contract from \$450,000 to \$478,000; and

39 WHEREAS, File No. 08-131 was previously adopted by the County Board of  
40 Supervisors to authorize and direct the Director, Department of Audit to enter into an  
41 agreement with Virchow, Krause & Company, LLP (currently Baker Tilly Virchow Krause,  
42 LLP) for the audit of the County as a whole for one year ending December 31, 2008, with  
43 annual renewals for 2009, 2010, 2011, 2012 and 2013 at the County's option.  
44

45 WHEREAS, the professional services contract with Baker Tilly Virchow Krause, LLP  
46 was renewed in 2013 for the audit of Milwaukee County for the year ending December 31,  
47 2012, in the amount of \$450,000, which will be paid out of Audit Services Division  
48 budget appropriations; and  
49

50 WHEREAS, the \$28,000 cost attributable to the contract amendment will be paid by  
51 the Department of Family Care using State Family Care Program funding; and  
52

53 WHEREAS, the firm of Baker Tilly Virchow Krause, LLP is on track to meet its DBE  
54 goal of 34% for the countywide audit contract and it will commit to meet or exceed  
55 County DBE goals in regard to the contract amendment; and  
56

57 BE IT RESOLVED, the Director of Audits, Audit Services Division is authorized to  
58 amend the professional services contract with the firm of Baker Tilly Virchow Krause, LLP,  
59 for additional audit services, which will enable the Department of Family Care to comply  
60 with State regulations; and  
61

62 BE IT FURTHER RESOLVED, the effect of the requested amendment would be to  
63 increase the total value of the contract by \$28,000 bringing the total value of the contract  
64 from \$450,000 to \$478,000.

# MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 03-07-2013

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Amendment to Annual Countywide Audit Contract for Year Ended 12/ 31/12

## FISCAL EFFECT:

- ☒ No Direct County Fiscal Impact
- ☐ Existing Staff Time Required
- ☐ Increase Operating Expenditures  
(If checked, check one of two boxes below)
- ☐ Absorbed Within Agency's Budget
- ☐ Not Absorbed Within Agency's Budget
- ☐ Decrease Operating Expenditures
- ☐ Increase Operating Revenues
- ☐ Decrease Operating Revenues
- ☐ Increase Capital Expenditures
- ☐ Decrease Capital Expenditures
- ☐ Increase Capital Revenues
- ☐ Decrease Capital Revenues
- ☐ Use of contingent funds

*Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.*

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	
	Revenue		
	Net Cost	0	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

## DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Approval of this resolution would authorize and direct the Director of Audits to amend the 2013 countywide audit contract with the firm of Baker Tilly Virchow Krause, LLP for additional audit services. This will enable the Department of Family Care to comply with State regulations. There will be no fiscal impact since the \$28,000 cost associated with the amendment is included in the 2013 operating budget for the Department of Family Care.

Department/Prepared By Audit Services Division/Paul Grant, Audit Compliance Manager

Authorized Signature



Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.



**COUNTY OF MILWAUKEE**  
**Inter-Office Communication**

**Date:** April 1, 2013

**To:** Supervisor Willie Johnson, Jr., Co-Chair, Committee on Finance, Personnel and Audit  
Supervisor David Cullen, Co-Chair, Committee on Finance, Personnel and Audit

**From:** Jerome J. Heer, Director of Audits

**Subject:** Status Report - Audit of the Milwaukee County Procurement Division (File No. 08-215)

The subject audit report was issued in May 2008. The Committee on Finance and Audit took action to receive and place the report on file at its meeting on June 17, 2008. Since that time, a series of status reports were submitted to the Committee regarding implementation of recommendations contained in the audit report.

Attached is the current status report from the Procurement Division. As noted in the report, two of the eleven recommendations remain open and efforts to implement them continue.

It is our intention to request an updated status report from the Procurement Division in time to submit it to the Committee for its October 2013 meeting.

This report is informational.

  
Jerome J. Heer

JJH/PAG/cah

Attachment

cc: Scott Manske, Comptroller  
Finance, Personnel and Audit Committee Members  
Chris Abele, Milwaukee County Executive  
Don Taylor, Director, Department of Administrative Services  
Patrick Lee, Administrator, Procurement Division  
Kelly Bablitch, Chief of Staff, County Board Staff  
Steve Cady, Fiscal & Budget Analyst, County Board Staff  
Carol Mueller, Chief Committee Clerk, County Board Staff

# STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS

**Audit Title:** An Audit of the Milwaukee County Procurement Division

**File Number:** 08-215

**Audit Date:** May 2008      **Status Report Date:** March 2013      **Department:** Department of Administrative Services – Procurement Division

Number & Recommendation		Deadlines Established		Deadlines Achieved		Implementation Status		Comments
		Yes	No	Yes	No	Completed	Further Action Required	

1. Either revert back to its long-standing practice of having purchases reviewed and approved by the Purchasing Administrator or a management-level designee, or develop a methodology to spot-check each buyer's purchasing decisions on a regular basis.					X		Auditee: In November 2007, Procurement reverted back to having all of the purchases reviewed by the Purchasing Administrator or a management-level designee.
2. Establish a requirement that buyers document in the file a rationale for their selection of a particular vendor on all Discretionary Purchases.					X		Auditee: On Discretionary Purchases, departments will be required to state the reason for the purchase request in the description of the requisition. If the reason is questionable, buyers will contact the requesting department on vendor selection and the vendor on justification of the price or prices. This will be noted on the requisition.
3. Work with the Department of Administrative Services to establish administrative procedures, for County Board consideration, requiring the production of an exception report identifying individuals in each organization unit that receives an hourly wage rate in excess of their established rates. Such procedures should also require departments to establish administrative review procedures to match wage rate exception reports with documents authorizing such variances.	X				X		Auditee: The Department of Administrative Services instituted a new policy in June 2009, which no longer allows departments to enter or approve pay rates that are higher than authorized limits. Departments who want to pay higher rates as a result of a Temporary Assignment to Higher Classification (TAHC) will request the approval of the Department of Human Resources (see attached memo from Dr. Jackson dated 8/7/2009). Upon DHR approval, the TAHC request will be submitted to DAS - Central Payroll for entry of the higher rate, and a begin and end date for the TAHC request. DAS will review the new TAHC procedure to ensure that it is functioning and meets internal control requirements. The new procedure will eliminate the need for production of an exception report, and for the creation of Administrative Procedures in departments for monitoring pay rates.



# STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS

**Audit Title:** An Audit of the Milwaukee County Procurement Division

**File Number:** 08-215

**Audit Date:** May 2008      **Status Report Date:** March 2013      **Department:** Department of Administrative Services – Procurement Division

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	
<p>4. Resume the practice of directing prospective bidders to submit sealed bids to the Office of the County Clerk, to be transferred to the Procurement division at the time of bid opening.</p> <p>Alternatively, propose, for County Board consideration, a revision to s. 32.25 (6)(a) of the Ordinances that retains an acceptable separation between the functions of receiving and opening sealed bids.</p>	X					X	<p><b>Auditee:</b> The Procurement Division has resumed the practice of requiring sealed responses to RFPs to be submitted to the Office of the County Clerk.</p> <p>Discussions are underway with the County Clerk to explore having all bids submitted to the County Clerk.</p> <p><u>Update 01-09-12</u> Meeting will be scheduled in 1<sup>st</sup> quarter of 2012.</p> <p><u>March 2013 Update</u> Completed. Effective December 2012 for all Sealed Bids and RFP submissions, prospective bidders are directed to submit responses to the Office of the County Clerk.</p>
5. Establish formal requirements that all bid openings conducted by Procurement staff are documented as witnessed by at least one other party.	X				X		<p><b>Auditee:</b> The Procurement staff conducts all bid openings which are documented and witnessed by at least one other party. A witness form that includes bid/RFP number, bid/RFP title, date, buyer name, and witness name has been developed and will be maintained in Procurement files.</p>
6. Ensure completion of the Procurement electronic mail notification system in 2008.	X				X		<p><b>Auditee:</b> Procurement worked with IMSD to implement the an Electronic Vendor Notification system. System testing was done in October 2009 with full implementation in February 2010. In addition, all Procurement bids and RFPs are now posted on the County's Business Opportunity Portal.</p>

# STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS

**Audit Title:** An Audit of the Milwaukee County Procurement Division

**File Number:** 08-215

**Audit Date:** May 2008      **Status Report Date:** March 2013      **Department:** Department of Administrative Services – Procurement Division

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	
7. Reinforce and monitor staff in good recordkeeping practices.					X		Auditee: Good recordkeeping practices of the staff will be reinforced and monitored. Reviewing filing procedures and organizing file areas will help accomplish this. Monitoring and reinforcement began in September 2007 and will be an ongoing process.
8. Initiate a review of Best Practices in government procurement policies and procedures and incorporate such in a complete revision of Milwaukee County Procurement policies and procedures. Particular attention should be paid to concepts of sound internal control and segregation of duties.	X					X	Auditee: A review is underway of the Best Practices in government procurement policies and procedures that will be incorporated into the Milwaukee County Procurement Policies and Procedures Manual. Emphasis will be given to concepts of sound internal control and segregation of duties. The anticipated completion of the Policy and Procedures Manual is December (Update 01-09-12).  <u>March 2013 Update</u> Complete revision of Milwaukee County Procurement policies and procedures was anticipated to be completed by December 2012 based upon a proposed 2012 budgeted request for Study Funding. The new Director and Contract Administrator positions, filled late 2012 and early 2013, are developing an action plan to complete recommendation. Interim changes will be submitted for approval as appropriate for best practices and/or in response to historical Audit findings and responses.
9. Establish a formal training program for staff buyers regarding the procedures developed in conjunction with recommendation number eight.		X			X		Auditee: A formal training program has been established for staff buyers and will be included in the Milwaukee County Procurement Policies and Procedures Manual. Training is an ongoing process.



# STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS

**Audit Title:** An Audit of the Milwaukee County Procurement Division

**File Number:** 08-215

**Audit Date:** May 2008      **Status Report Date:** March 2013      **Department:** Department of Administrative Services – Procurement Division

Audit Date: May 2008		Status Report Date: March 2013		Department: Department of Administrative Services - Procurement Division				
Number & Recommendation		Deadlines Established		Deadlines Achieved		Implementation Status		Comments
		Yes	No	Yes	No	Completed	Further Action Required	
10. In conjunction with the Best Practices review recommended in this report, initiate a staff re-organization plan to enhance the internal control structure of the Procurement Division. This should include adding positions sufficient to allow for proper segregation of duties, an increase of at least one or more buyers to provide capacity for greater specialization, and an additional supervisory or management position to provide greater management oversight of operations.			X			X		Auditee: The Procurement Division has reviewed ways to re-organize staff to better control and enhance the internal control structure of the Procurement Division. A permanent Purchasing Manager position has been added and an Office Support Asst. II position is being recruited (Update 01-09-12). Buyers have been given specific commodities to purchase, which provides the opportunity for commodity specialization and reduces confusion when departments inquire about purchases. Also, the Procurement Division will continue to review best practices and procedures, which may lead to further re-organization and recommendations for added resources in the future.
11. Establish a practice of reviewing, on a regular basis, the justification for applying sole source status to recurring purchases.		X					X	Auditee: The Procurement Division will work with the Purchasing Standardization Committee at the next 2012 (Update 01-09-12) meeting to establish guidelines and timeframes to review the justification for applying sole source status to recurring purchases.  <u>March 2013 Update</u> Proposed changes as a result of a corresponding issue identified in the 2008 Audit Professional Services December 2008; Item #3 Recommendation is currently under review by Corporation Counsel with an estimated submission for approval no later than June 2013. Proposed changes are modeled after the American Bar Association's 2000 Model Code.

**Key Concepts for Evaluating  
Options for Delivery of Services  
Provided by the Milwaukee County  
Office of the Sheriff**

**April 2013**

**Milwaukee County Office of the Comptroller  
Audit Services Division**

**Scott B. Manske  
Milwaukee County Comptroller**

**Jerome J. Heer, Director of Audits  
Douglas C. Jenkins, Deputy Director of Audits**



**Audit Team**

Douglas C. Jenkins  
Jere A. Trudeau  
Lolita Davis-Spears

**Review Team**

Paul A. Grant, CPA  
James D. Felde, CPA, CFE

**Administrative Support**

Cheryl A. Hosp



Office of the Comptroller  
Audit Services Division

# Milwaukee County

Jerome J. Heer  
Douglas C. Jenkins

- Director of Audits
- Deputy Director of Audits

April 8, 2013

To the Honorable Chairwoman  
of the Board of Supervisors  
of the County of Milwaukee

We have completed an audit, *Key Concepts for Evaluating Options for Delivery of Services Provided by the Milwaukee County Office of the Sheriff*.

The report is primarily informational. It provides references to constitutional and statutory authority and responsibilities of Wisconsin County Sheriffs; compares services provided by the Milwaukee County Office of the Sheriff with other Wisconsin sheriff departments; provides trend analyses of resources and efficiency indicators of the Milwaukee County Office of the Sheriff; identifies areas of commonality in services provided by the Office of the Sheriff and municipal police departments in Milwaukee County; and compares relevant personnel cost structures of the Milwaukee County Office of the Sheriff and the police departments of the three largest municipalities in Milwaukee County.

A response from the Office of the Sheriff is included as **Exhibit 5**.

Please refer this report to the Committee on Finance, Personnel and Audit.

A handwritten signature in blue ink, appearing to read "Jerome J. Heer".

Jerome J. Heer  
Director of Audits

JJH/DCJ/cah

Attachment

cc: Scott B. Manske, Milwaukee County Comptroller  
Milwaukee County Board of Supervisors  
Chris Abele, Milwaukee County Executive  
Milwaukee County Sheriff David A. Clarke, Jr.  
Don Tyler, Director, Department of Administrative Services  
Kelly Bablitch, Chief of Staff, County Board Staff  
Craig Kammholz, Fiscal & Budget Administrator, DAS  
Steve Cady, Fiscal & Budget Analyst, County Board Staff  
Carol Mueller, Chief Committee Clerk, County Board Staff

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## Key Concepts for Evaluating Options for Delivery of Services Provided by the Milwaukee County Office of the Sheriff

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## Summary

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The 2012 Adopted Budget for the Milwaukee County Office of the Sheriff included substantial reductions in overall expenditure authority (-7.1%), tax levy support (-7.9%) and funded positions (-8.7%), including overtime hours. The reductions in expenditure authority and tax levy support represent sharp departures from the general trend during the previous nine years of increases in annual budget appropriations for the Office of the Sheriff. The number of funded positions for the Office of the Sheriff was reduced each year during that same period. The 2013 Adopted Budget provided modest relief from the 2012 funding reductions. Overall expenditure authority in 2013 is increased from the 2012 budgeted level by 1.1%, including a 3.0% increase in tax levy support. Funded positions, including overtime hours, were slightly reduced, resulting in a total of 1,260 funded Full Time Equivalent (FTE) positions, a 0.5% reduction from the 2012 level. This audit was conducted in response to a directive in the 2012 Adopted Budget.

*[Note: Management responsibility for the House of Correction (HOC) was transferred to the County Sheriff in 2009. The 2013 Adopted Budget returns the HOC to a separate department managed by a Superintendent reporting to the County Executive, effective April 1, 2013. On December 12, 2012, the Milwaukee County Sheriff filed a legal challenge to that action in Milwaukee County Circuit Court. That court challenge is pending. The County Board has delayed implementation of the transfer until resolution of that court challenge.]*

### ***Responsibilities of Wisconsin sheriffs are broadly defined and invite subjective interpretation.***

The State of Wisconsin Constitution establishes sheriffs as constitutional county officers elected to four-year terms by county electors. Duties and responsibilities of sheriffs are not specified in the Wisconsin Constitution. However, over the years a history of court decisions has provided judicial clarification of the nature of the constitutional authority conferred upon the position of sheriff in Wisconsin. The Wisconsin Court of Appeals noted in *Washington County v. Washington County Deputy Sheriff's Association*, 2008 AP 1210:

The Wisconsin Constitution does not define the duties of a sheriff, but case law has described examples and a method of analysis. Initially, the definition of whether duties were part of the sheriff's constitutionally protected powers focused on a historical analysis of whether they were longstanding established duties of the sheriff at common law such as housing the county's prisoners in the jail.... But...the Wisconsin Supreme Court shifted the focus of the analysis to those duties that characterized and distinguished the office of sheriff, rather than whether they existed at common law.

The Wisconsin State Statutes provide greater clarity in identifying some of the duties to be performed by county sheriffs. However, they are quite broad and general in defining sheriffs' peacekeeping duties, clearly *requiring* them to keep and preserve the peace, but not *mandating* any particular type or level of service. Further, the presence of a constitutional or statutory mandate in and of itself does not prescribe the level of service required, nor does it preclude an entity other than the Office of the Sheriff from performing the function. Rather, it merely places responsibility for the function with the Sheriff. Given the broad authority granted to Wisconsin sheriffs and the relatively few duties specified in those authorizing documents, we were unable to identify a definitive listing of functions performed by the Milwaukee County Office of the Sheriff as 'mandatory' or 'discretionary.' It is within this context, with no definitive listing available, that we prepared our own listing, provided in **Table 3** (see p. 17) of this report, citing references supporting our judgments.

A comparison of the major functions performed by the sheriffs in other large Wisconsin counties can also help inform a discussion of the services currently provided by the Office of the Milwaukee County Sheriff. With the exceptions of emergency management coordinating services and operation of a county house of correction, there is significant commonality of functions performed by, or administered by, the Milwaukee County Sheriff and the sheriffs in the five next most populous counties in Wisconsin.

***Data indicate the Milwaukee County Sheriff has maintained a consistent level of efficiency of operations under his control as staff resources have consistently declined during the past decade.***

Acknowledging the assumption by the Sheriff of responsibility for operation of the House of Correction in 2009, little has changed in the number or type of functions performed by the Office of the Sheriff in 2012 compared to 2002. As total funded positions declined each year during that period, the organizational structure of the office has been streamlined while the overall management to staff ratio has remained essentially unchanged at approximately one manager for every nine non-management staff. We selected two major functional areas of the Office of the Sheriff for a more detailed examination of efficiency indicators. During 2012, staff hours charged to Detention and Expressway Patrol activities accounted for approximately 57.5% of total Office of the Sheriff workload.

***During the period 2008 through 2012, the average staff hours per inmate day has remained stable, with significant reductions in both staffing levels and total average daily inmate census.***

The average daily inmate census for the County has decreased steadily in recent years, from a total of 3,243 in 2008 to 2,484 in 2012, a reduction of 23.4%. This total figure reflects a reduction in average daily census of 9.9% at the County Correctional Facility-Central (CCF-C, or County Jail) and a reduction of 28.6% at the CCF-S (House of Correction). Comparing those same two years, the average number of Full Time Equivalent positions staffing an eight-hour shift system-wide decreased from 261.4 in 2008 to 205.2 in 2012, a nearly identical decline of 21.5%. This overall staffing reduction reflects a 10.4% reduction at the CCF-C and a 30.9% reduction at the CCF-S.

However, indicators of the Office of the Sheriff's reliance on overtime to staff the CCF-C and CCF-S during the same period does not show the same steady decline as the average census and staffing levels at the two facilities. A trend of decreasing reliance on overtime as a percentage of total staff hours was reversed in 2011 and continued increasing in 2012. From its low point of 5.2% in 2010, overtime as a percentage of total staff time system-wide increased to 7.9% in 2011 and to 12.7% in 2012. This may be, in part, due to continued reductions in staffing levels within the Office of the Sheriff (see **Figure 2**, p. 11 of this report). However, increased reliance on overtime is not necessarily a negative indicator of efficiency or an indication that staff reductions have been excessive. For example, paying a number of employees a premium for overtime, typically one and one-half times their standard hourly wage, can be less costly than adding an additional position with a full array of fringe benefit costs (e.g., vacation, health insurance, pension, etc.).

Recent history at the CCF-S (prior to the 2009 management transfer to the Office of the Sheriff) clearly illustrates, however, that too heavy a reliance on overtime can have adverse fiscal and operational impacts. In a March 2008 audit at the former House of Correction, we found that total hours worked on a regular straight time basis had decreased 13.0% in 2007 compared to 2003, while total overtime hours had skyrocketed by 206.7%. In the audit, we concluded that the data reflected a 'vicious cycle' of existing staff working a greater proportion of their workload on an involuntary overtime basis, increasing stress levels and leading to a greater reliance on unconventional means of obtaining time off (e.g., Family Medical Leave). In December 2009, after transfer of HOC management responsibility to the Sheriff, an independent corrections consultant with the National Institute of Corrections noted a vast improvement in the security and discipline of operations at the facility under the Office of the Sheriff.

The data provided in this report show that reliance on overtime for staffing levels at the CCF-S in 2012 was 13.9%, its highest level since the problematic staffing patterns exhibited in 2008.

Regardless of who manages the facility, it is critically important to actively monitor staffing patterns and behaviors at the CCF-S to avoid a repeat of the County's 2007/2008 experience.

***During the period 2008 through 2012, data show the Office of the Sheriff's Expressway Patrol has maintained a consistent staffing level with stable response times.***

Staff hours logged for the Expressway Patrol unit has remained very stable during the five-year period 2008–2012, although there was a greater reliance on overtime to maintain that level of road presence. Data provided in this report show the Expressway Patrol unit maintained generally stable average and median response times for a variety of categories of incidents during the period 2008 through 2012. The average response time is calculated by totaling all response time and dividing by the number of incidents. The median figure indicates the mid-point of all response times in a category. That is, half of all response times were greater than, and half of all response times were less than, the median response time. While the data presented in aggregate does not distinguish the variety of circumstances that affect response times, such as weather conditions, traffic volume, seasonality, etc., a general decline in Expressway Patrol unit efficiency would be reflected in an upward trend in response times. No such general trend is apparent in the 2008–2012 data.

***The Office of the Sheriff has assembled a comprehensive database of statistical data to identify and predict trends that can assist management in making staff deployment and performance evaluation decisions.***

Data available and tracked by the Office of the Sheriff Law Enforcement Analytics Division include, among other items, numerous statistics used by other Wisconsin sheriff's departments to generate annual reports of selected performance indicators for public consumption. The 2012 Adopted Budget contained the following directive:

The Office of the Sheriff will create and distribute an Annual Report for calendar year 2011, similar to that produced by the Dane County Sheriff and other Sheriffs nationwide. The report shall itemize accomplishments, work statistics, expenditures and revenues for the major discretionary and mandated programs, staffing levels, organizational charts, and other important information. The report shall be made available on the Sheriff's website and shall be presented to the Committee on Judiciary, Safety and General Services by the June 2012 cycle.

To date, the Office of the Sheriff has declined to produce such a report. The Wisconsin Supreme Court stated in *Andreski v. Industrial Commission*, 261 Wis. 234 52 N.W. 2<sup>nd</sup> 135 (1952):

Within the field of his responsibility for the maintenance of law and order the sheriff today retains his ancient character and is accountable only to the sovereign, the voters of his county, though he may be removed by the Governor for cause. No other county official supervises his work *or can they require a report or an accounting from him concerning his performance of his duty.* [Emphasis added.]



The information system utilized by the Office of the Sheriff provides the capability to produce the statistical information commonly contained in the annual reports we reviewed. Whether or not the Office of the Sheriff chooses to produce an annual report, many of the components of such a report could be included in the annual Milwaukee County budget. Whereas the County Sheriff cannot be compelled to produce a report regarding the performance of his or her duty, the Sheriff must comply, barring specific statutory or court prohibitions, with requests for information generated from publicly funded and operated data systems.

***Relevant personnel cost structures and national trends suggest future collaborations should explore consolidation at the County level rather than fragmentation among municipal police departments.***

The premise underlying public calls for reducing or replacing various services performed by the Office of the Sheriff is that the services duplicate those provided by other entities, and/or that they could be performed at lower cost by others. Our review of services provided by the Office of the Sheriff and municipal police departments within Milwaukee County confirms there are a number of commonalities in services. This suggests that opportunities exist for potential collaboration and/or consolidation of services between the entities. However, in the absence of demonstrably enhanced efficiency gains, relevant personnel cost structures and national trends suggest future collaborations should explore consolidation at the County level rather than fragmentation among municipal police departments.

***Milwaukee County legacy costs are legal obligations that must be met, but they are not relevant costs that should be considered in evaluating proposals to reduce or eliminate Office of the Sheriff functions.***

The Office of the Sheriff carries two significant fringe benefit costs within its annual budgets that are truly fixed costs that must be set aside in making service level decisions. Those costs are health and unfunded pension costs for retired County employees, known as 'legacy' health care and 'legacy' pension costs. Milwaukee County legacy costs are real obligations that must be paid by the taxpaying public. However, in making policy decisions going forward, only relevant cost factors should be considered. For instance, paid lifetime health benefits were eliminated for Milwaukee County deputy sheriffs hired after June 30, 1995. As of August 2012, 155 of 275 active deputy sheriffs were eligible for the benefit. A deputy sheriff hired today would not add or subtract from the cost associated with the lifetime health benefit retained by the 155 deputy sheriffs. Further, since the lifetime health benefit is a vested retirement benefit after 15 years of service, each of the 155 eligible deputy sheriffs employed as of August 2012 has already achieved the minimum number of

service years required for that benefit. Thus, elimination of those positions would not affect the costs associated with those benefits. (Instead, the County has had some success in limiting legacy costs through benefit design modifications and financing techniques.)

***Relevant personnel cost structures show that effective hourly compensation costs for Milwaukee County deputy sheriffs in 2012 were lower than those for police officers in the three largest Milwaukee County municipalities.***

We compared major components of 2012 personnel cost structures of the three largest municipal police departments in Milwaukee County with those of the Office of the Sheriff. The police departments of the Cities of Milwaukee, West Allis and Wauwatosa serve a combined population totaling approximately 75% of the citizens of Milwaukee County. Our comparison of major personnel cost components for positions in the Office of the Sheriff and three municipal police departments was not intended to be a comprehensive compensation study.

However, great effort was made to identify comparable data and to apply judgments involved in gathering the data in a consistent and logical fashion. As a result, the effective hourly cost of compensation rates shown in this report demonstrate that the Milwaukee County Office of the Sheriff has a lower personnel cost structure than the three municipal police departments reviewed *for those personnel cost items most relevant in assessing proposals for performing Office of the Sheriff functions*. Effective hourly rates for the municipal police officers ranged from 6.6% to 30.7% higher than for County deputy sheriffs, depending on the length of service in the organization.

***Potential areas of commonality in types of activities performed by the Office of the Sheriff and multiple municipal police departments in Milwaukee County, along with a lower relevant personnel cost structure, suggests that opportunities for consolidation be considered at the County level, rather than fragmented among the municipalities.***

Our review of the types of activities performed by municipal police departments in Milwaukee County identified 13 areas of commonality that could indicate the potential for collaboration or consolidation for purposes of achieving increased overall efficiency. However, having properly set aside the County's fixed legacy costs, the Office of the Sheriff's relatively lower relevant personnel cost structure would suggest that in order to achieve taxpayer cost savings, a transfer of responsibilities to municipal police departments in Milwaukee County would require one of two conditions. Either demonstrable efficiencies would need to occur to achieve the same results with fewer service hours, or service hours would have to be reduced.

Further, the transfer of law enforcement responsibilities from the county to the municipal level is not a common occurrence nationwide. Rather, the concept of consolidating law enforcement efforts at the county level is consistent with efforts undertaken elsewhere, according to our research. In fact, we were unable to identify an example in which a municipal police department assumed responsibility for a function of a county sheriff.

***Improved working relationships among Milwaukee County public officials is critical to successfully identify and implement optimal service delivery options for Milwaukee County Office of the Sheriff functions.***

Consideration of any policy initiatives to downsize, eliminate or transfer services currently provided by the Milwaukee County Office of the Sheriff must include an acknowledgement of current realities that could limit or negatively affect their chances of successful implementation. These realities include the constitutional authority of the Milwaukee County Sheriff and a publicly displayed poor working relationship between the Sheriff and some County officials. These realities can render some unilateral policy decisions by the County Board of Supervisors and the County Executive difficult to achieve, or in some cases, nullify them altogether.

**Constitutional Authority of the Sheriff**

Due to the constitutional authority of his position, the Sheriff cannot be prevented from re-prioritizing authorized staffing levels by virtue of his deployment practices. This was demonstrated in 2012, when there were several examples of significant variance between the number of positions budgeted for specific functions and their actual deployment.

**Poor Working Relationships**

Clearly, strained interactions during 2012 have demonstrated the importance of cooperation among County officials to effectively implement policy initiatives involving services provided by the Office of the Sheriff. The need for an effective government to continuously analyze and adapt its organizational structure, operating procedures and service delivery models demands an improvement in the working relationships between these public officials.

In the event a cooperative working relationship between the above public officials cannot be achieved, one option available to policy makers is to de-fund all Office of the Sheriff services that are not explicitly mandated by statute or by the State of Wisconsin Constitution, as clarified by the Wisconsin Supreme Court. We estimate this would result in a reduction of approximately \$4.5 million in total expenditure authority, including \$3.7 million in property tax levy, based on 2012 Adopted Budget funding (see **Table 3**, p. 17) and elimination of 132 FTE funded positions.

Additional scrutiny could also be applied to the funding levels for mandated services and services we have classified as ancillary to mandated services.

Such a drastic measure would require municipal law enforcement agencies to absorb additional workload for police services on County properties within their jurisdictions, and would likely involve negotiation of some level of funding from the County. This option would also involve the loss of approximately \$7.4 million in Office of the Sheriff expenditure abatements currently charged to General Mitchell International Airport (GMIA) for security and law enforcement service. Unless a separate mitigating arrangement was made, this would increase County property tax levy by approximately \$1.1 million for associated legacy costs currently recouped from airline and passenger fees.

***Future analyses of optimal service delivery options for functions performed by the Milwaukee County Office of the Sheriff should also include constructive collaborations with municipalities within Milwaukee County.***

Based on the information assembled in this report, if the executive and legislative branches of Milwaukee County can work in a cooperative manner with the Office of the Sheriff and the Intergovernmental Cooperation Council (composed of representatives of the 19 municipalities within Milwaukee County), there are several opportunities for exploration of potential efficiencies. As previously noted, comparatively low relevant personnel cost structures and experience both locally and nationally suggest consideration of proposals to consolidate these functions at the County level.

A management response from the Office of the Sheriff is included as **Exhibit 5**.

## Background

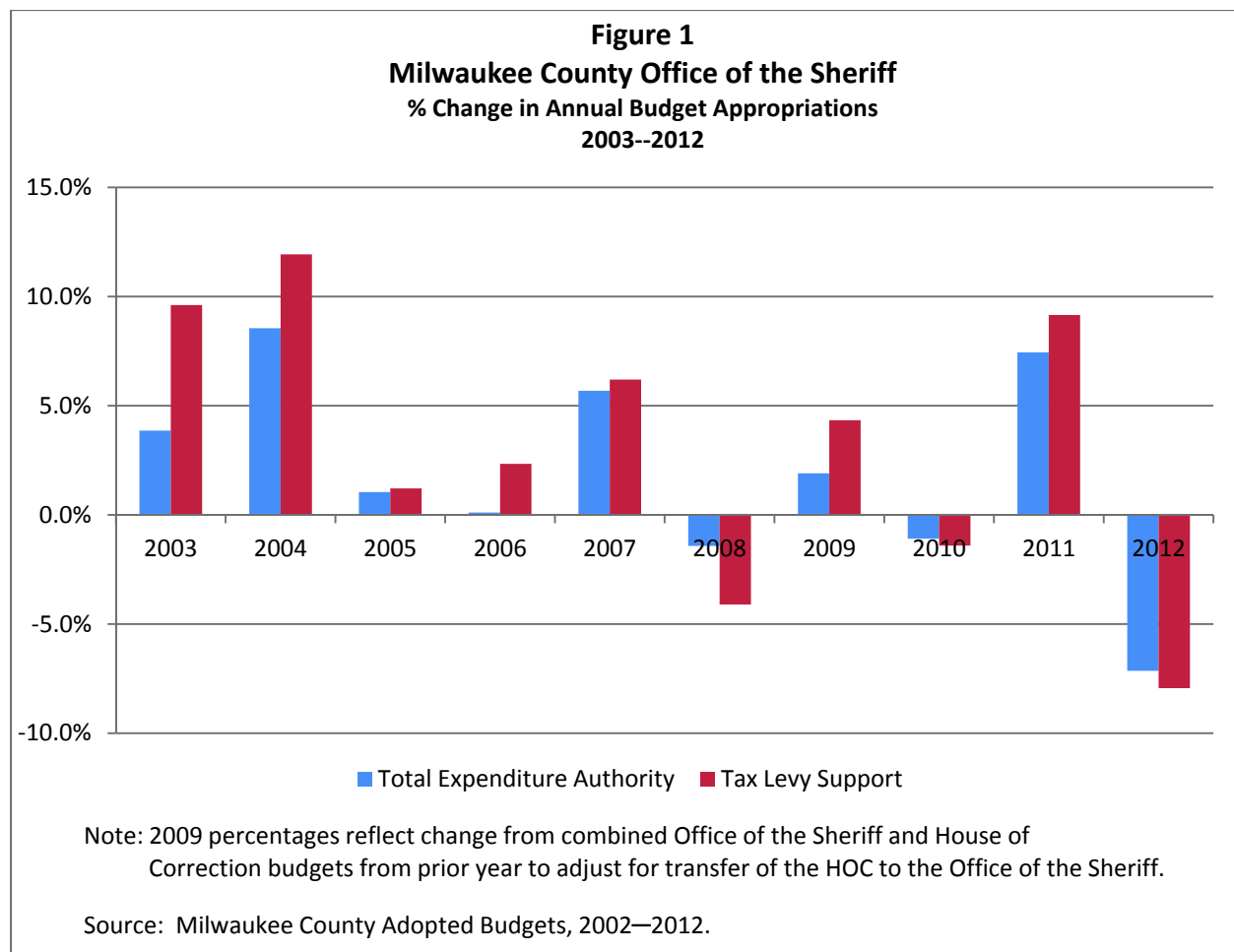
The 2012 Adopted Budget for the Milwaukee County Office of the Sheriff included substantial reductions in overall expenditure authority (-7.1%), tax levy support (-7.9%) and funded positions (-8.7%), including overtime hours. The reductions in expenditure authority and tax levy support represent sharp departures from the general trend during the previous nine years of increases in annual budget appropriations for the Office of the Sheriff. The number of funded positions for the Office of the Sheriff was reduced each year during that same period. As shown in **Table 1**, total annual expenditure authority for the Office of the Sheriff increased in seven of the previous nine budgets, with average annual increases of 2.9% during that period. Similarly, tax levy support increased in seven of the preceding nine years, with average annual increases of 4.4%.

The 2013 Adopted Budget provided modest relief from the 2012 funding reductions. Overall expenditure authority in 2013 is increased from the 2012 budgeted level by 1.1%, including a 3.0% increase in tax levy support. Funded positions, including overtime hours, were slightly reduced, resulting in a total of 1,260 funded Full Time Equivalent (FTE) positions, a 0.5% reduction from the 2012 level.

<b>Table 1</b> <b>Milwaukee County Office of the Sheriff</b> <b>Funded Positions and Budget Appropriations</b> <b>2002–2012</b>							
<u>Year</u>	<u>Funded Positions</u>	<u>OT*</u>	<u>Tot Exp Authority</u>	<u>Tax Levy</u>	<u>% Change Funded Pos.</u>	<u>% Change Total Exp</u>	<u>% Change Tax Levy</u>
2002	1,125.3	86.0	\$ 74,145,794	\$ 56,726,382			
2003	1,119.1	125.7	\$ 77,006,181	\$ 62,178,903	-0.5%	3.9%	9.6%
2004	1,042.5	106.7	\$ 83,591,050	\$ 69,598,765	-6.8%	8.6%	11.9%
2005	1,009.8	83.1	\$ 84,467,746	\$ 70,443,673	-3.1%	1.0%	1.2%
2006	986.1	64.1	\$ 84,559,727	\$ 72,090,121	-2.3%	0.1%	2.3%
2007	951.0	63.6	\$ 89,364,206	\$ 76,555,310	-3.6%	5.7%	6.2%
2008	935.2	51.3	\$ 88,091,678	\$ 73,415,307	-1.7%	-1.4%	-4.1%
2009**	1,438.9	93.7	\$ 143,518,014	\$ 123,093,721	-0.6%	1.9%	4.3%
2010	1,434.2	94.9	\$ 141,951,515	\$ 121,359,819	-0.3%	-1.1%	-1.4%
2011	1,385.9	64.2	\$ 152,515,945	\$ 132,473,004	-3.4%	7.4%	9.2%
<b>2012</b>	<b>1,265.9</b>	<b>57.5</b>	<b>\$ 141,621,453</b>	<b>\$ 121,960,994</b>	<b>-8.7%</b>	<b>-7.1%</b>	<b>-7.9%</b>
<b>Average Annual Change, 2002–2011</b>					<b>-2.5%</b>	<b>2.9%</b>	<b>4.4%</b>
* Included in Funded Positions Total ** 2009 data includes Office of the Sheriff and the former House of Correction budgets combined. Percentage changes are calculated from 2008 combined totals.							
Source: Milwaukee County Adopted Budgets 2002-2012.							

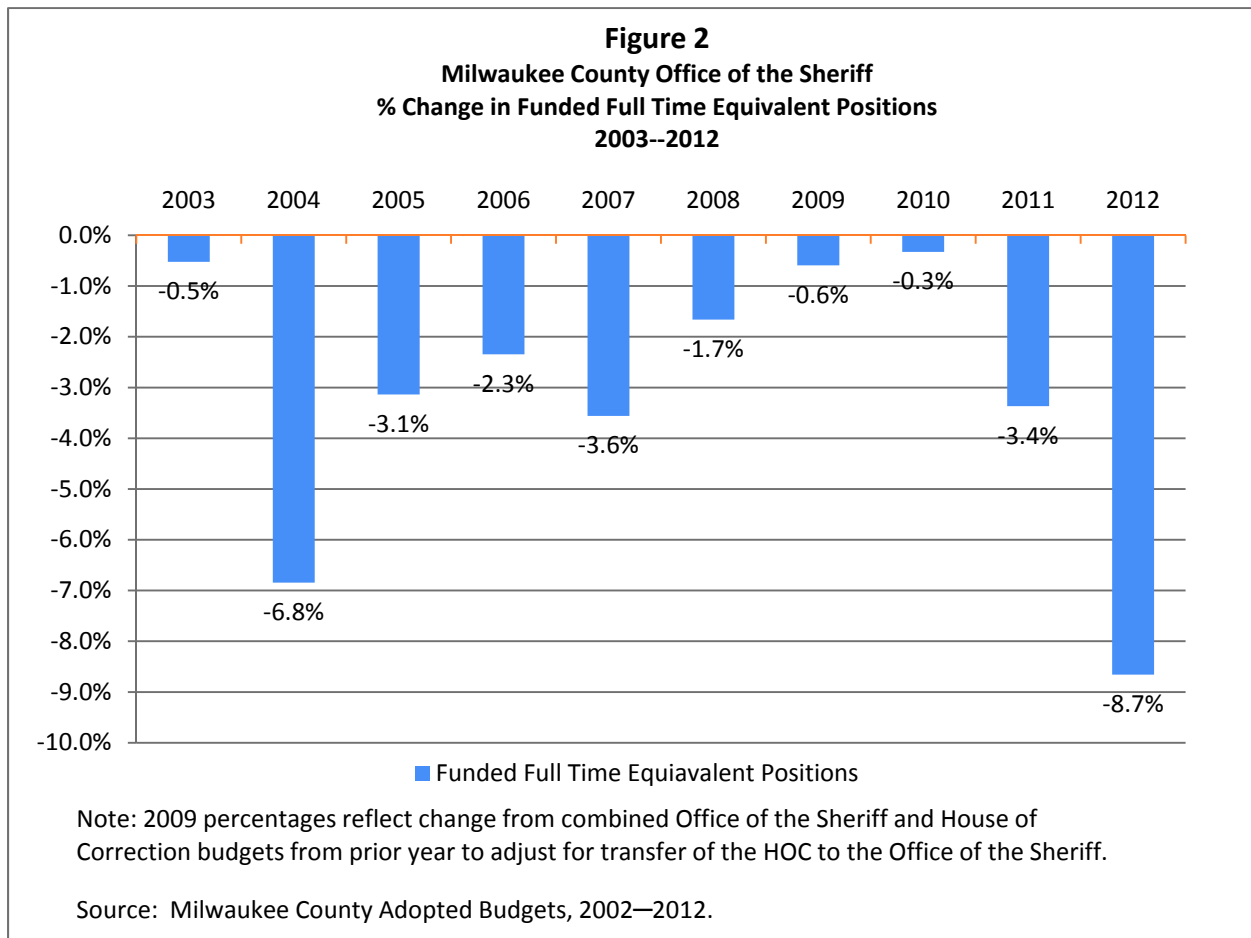
*[Note: Prior to 2010, the Office of the Sheriff and the House of Correction (HOC) were separately budgeted organizational units. With passage of the 2009 Adopted Budget, management responsibility for the HOC was transferred to the County Sheriff, who renamed the facility the County Correctional Facility-South (CCF-S). The organizational units were formally combined in the 2010 Adopted Budget. The 2013 Adopted Budget returns the CCF-S to a separate department managed by a Superintendent reporting to the County Executive, effective April 1, 2013. On December 12, 2012, the Milwaukee County Sheriff filed a legal challenge to that action in Milwaukee County Circuit Court, citing the Sheriff's Wisconsin Constitutional authority to "...perform the traditional duties and functions of taking care and custody of County Correctional Facility-Central and County Correctional Facility-South and the prisoners therein, free of interference." That court challenge is pending. The County Board has delayed implementation of the transfer until resolution of that court challenge.]*

The annual percentage changes in total expenditure authority and tax levy support for the Office of the Sheriff is shown graphically in **Figure 1**.





**Table 1** also shows that, while the number of funded positions for the Office of the Sheriff reflects a consistently downward trend since 2002, the 8.7% reduction in the 2012 Adopted Budget was the largest percentage cut during that period. This data is shown graphically in **Figure 2**.



In reviewing budgeted resources for the Office of the Sheriff, it is important to understand that as an independently elected Constitutional Officer, the Sheriff is free to determine his staffing assignments as he sees fit, depending on deployment priorities that change based on fluid circumstances. Therefore, actual staff resources deployed by the Sheriff for a given function may vary significantly from budgetary allocations. For example, while the 2012 Park/Tactical Enforcement Unit was funded with 35 Full Time Equivalent (FTE) positions, including overtime, actual deployment of staff for the Park/TEU function was approximately 13.3 FTE, or about 60% less than the budgeted amount.

The current Milwaukee County Sheriff began his tenure in March 2002. **Table 2** shows actual expenditures and the year-end surplus/deficit position of the Office of the Sheriff from 2002 through 2012.

**Table 2**  
**Milwaukee County Office of the Sheriff**  
**Actual Expenditures and Year-End Surplus/Deficit**  
**2002—2012**

<u>Year</u>		<u>Actual Expenditures</u>	<u>Surplus/(Deficit)</u>
2002	\$	66,687,090	\$ (1,866,789)
2003	\$	68,924,637	\$ (2,393,755)
2004	\$	74,235,034	\$ 1,510,200
2005	\$	72,786,735	\$ 1,363,322
2006	\$	74,110,296	\$ 442,806
2007	\$	75,744,434	\$ 1,296,949
2008	\$	89,826,032	\$ 52,338
2009*	\$	140,631,173	\$ 1,380,056
2010	\$	153,976,297	\$ 1,420,322
2011	\$	154,972,141	\$ 237,127
2012**	\$	138,655,434	\$ (631,890)

\*2009 data includes Office of the Sheriff and the former House of Correction budgets combined, reflecting the transfer of management responsibility for the HOC to the Office of the Sheriff.

\*\*2012 data are preliminary year-end totals and are subject to revision.

Source: Milwaukee County Office of the Comptroller Year-End Budget Position Reports, 2002-2011 and Advantage Fiscal Report 2012.

This audit was conducted in response to a provision of the 2012 Adopted Budget that directed the Audit Services Division to:

*...perform an analysis of the mandated services provided by the Sheriff, focusing on efficiency and service levels. The audit will also focus on which non-core or discretionary services could be reduced or provided more efficiently, either by the Sheriff or by municipalities.*

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## Section 1: Responsibilities of Wisconsin sheriffs are broadly defined and invite subjective interpretation.

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**Over the years a history of court decisions has provided judicial clarification of the nature of the constitutional authority conferred upon the position of sheriff in Wisconsin.**

Article VI, Section 4 of the State of Wisconsin Constitution establishes sheriffs as constitutional county officers elected to four-year terms by county electors. The State Constitution also provides that sheriffs may be removed from office for cause by the Governor and vacancies in the office of the sheriff are filled by appointment of the Governor until such time as a successor is elected and qualified. Duties and responsibilities of sheriffs are not specified in the Wisconsin Constitution. However, over the years a history of court decisions has provided judicial clarification of the nature of the constitutional authority conferred upon the position of sheriff in Wisconsin.

In *Wisconsin Professional Police Association v. Dane County*, 106 Wis.2d 303 (1982), the Wisconsin Supreme Court provided a good summary of the court's prior record of clarifying the constitutional powers of sheriffs, stating, in part:

The office of the sheriff is one of the most ancient and important in Anglo-American Jurisprudence. Its origins pre-date the Magna Carta. Walter H. Anderson, in *A Treatise On The Law of Sheriffs, Coroners and Constables*, describes the sheriff's common law authority as follows:

"In the exercise of executive and administrative functions, in conserving the public peace, in vindicating the law, and in preserving the rights of the government, he (the sheriff) represents the sovereignty of the State and *he has no superior in his county.*" (Emphasis added.)

....While the sheriff's powers are not delineated in the Constitution, this court early set forth its interpretation of the scope of the sheriff's constitutional powers in *State ex rel. Kennedy v. Brunst*, 26 Wis. 412 (1870), in which the court declared unconstitutional a statute transferring "exclusive charge and custody" of the Milwaukee county jail from the sheriff to the inspector of the house of correction.

“...Now, it is quite true that the constitution nowhere defines what powers, rights and duties shall attach or belong to the office of sheriff. But there can be no doubt that the framers of the constitution had reference to the office with those generally recognized legal duties and functions belonging to it in this country, and in the territory, when the constitution was adopted. Among those duties, one of the most characteristic and well acknowledged was the custody of the common jail and of the prisoners therein.”

...The scope of the sheriff's constitutional powers were further defined in *State ex rel. Milwaukee County v. Buech*, 171 Wis. 474, 177 N.W. 781 (1920), wherein this court held that a statute providing for civil service appointment of sheriff's deputies was not an unconstitutional infringement of the sheriff's authority.

...“We think [Brunst] should be confined to those immemorial principal and important duties that characterized and distinguished the office.”

The Wisconsin Court of Appeals aptly characterizes the degree of judicial clarification in the following excerpt from *Washington County v. Washington County Deputy Sheriff's Association*, 2008 AP 1210:

The Wisconsin Constitution does not define the duties of a sheriff, but case law has described examples and a method of analysis. Initially, the definition of whether duties were part of the sheriff's constitutionally protected powers focused on a historical analysis of whether they were longstanding established duties of the sheriff at common law such as housing the county's prisoners in the jail.... But...the Wisconsin Supreme Court shifted the focus of the analysis to those duties that characterized and distinguished the office of sheriff, rather than whether they existed at common law.

**The Wisconsin State Statutes provide greater clarity in identifying some of the duties to be performed by county sheriffs.**

The Wisconsin State Statutes provide greater clarity in identifying some of the duties to be performed by county sheriffs. For instance, Wis. Stats. § 59.27(1) provides that the sheriff shall “Take the charge and custody of the jail maintained by the county and the persons in the jail, and keep the persons in the jail personally or by a deputy or jailer.” Wis. Stats. § 59.27(3) is

similarly clear in stating that the sheriff shall “Attend upon the circuit court held in the sheriff’s county during its session....”

However, another provision of the statutes is quite broad and general in defining sheriffs’ peacekeeping duties. Wis. Stats. § 59.28(1) states:

“Sheriffs and their undersheriffs and deputies shall keep and preserve the peace in their respective counties and quiet and suppress all affrays, routs, riots, unlawful assemblies and insurrections; for which purpose, and for the service of processes in civil or criminal cases and in the apprehending or securing any person for felony or breach of the peace they and every coroner and constable may call to their aid such persons or power of their county as they consider necessary.”

Clearly, the broad authority granted sheriffs in this statutory provision *requires* them to keep and preserve the peace throughout their respective counties, but does not *mandate* any particular type of service.

**The presence of a constitutional or statutory mandate in and of itself does not prescribe the level of service required.**

Further, the presence of a constitutional or statutory mandate in and of itself does not prescribe the level of service required, nor does it preclude an entity other than the Office of the Sheriff from performing the function. Rather, it merely places responsibility for the function with the Sheriff. For instance, the Milwaukee County Office of the Sheriff currently contracts with a private vendor for inmate food services at both the County Correctional Facility-Central and the County Correctional Facility-South. Inmate transportation between the two facilities is also performed by a private vendor under contract with the Office of the Sheriff.

Given the broad constitutional and statutory authority granted to Wisconsin sheriffs and the relatively few duties specified in those authorizing documents, we were unable to identify a definitive listing of functions performed by the Milwaukee County Office of

the Sheriff as 'mandatory' or 'discretionary.' It is within this context, in the absence of any definitive listing, that we prepared our own listing. In that process, it became apparent that some activities performed by the Office of the Sheriff, while not specifically mandated by law, are a practical necessity at some level in order to fulfill a mandated obligation. We categorized such activities, such as administration, as 'ancillary to mandated.'

This information is shown in **Table 3**, citing references supporting our judgments. Additional detail of the information provided in **Table 3** is included at the end of this report, including a brief description of each service and text from the legal references we cite in support of our judgments regarding the classification of a service as mandatory (see **Exhibits 2 through 4**).



**Table 3**  
**Classification of**  
**2012 Milwaukee County**  
**Office of the Sheriff Functions**

**Administration Bureau**

<u>Reference</u>	<u>State Const.</u>	<u>Category</u>	<u>Org Unit</u>	<u>Name</u>	<u>Budgeted Tax Levy</u>	<u>FTE's</u>	<u>Total Budgeted Expenditures</u>
MCGO s. 99.02(1) Wis. Stats. §165.85(1)		Mandated	4010	EMERGENCY MANAGEMENT	\$373,911	4.41	\$832,304
Wis. Stats. §59.27(2)		Mandated	4077	TRAINING	\$5,386	7.04	\$259,251
Wis. Stats. §59.27(3)	X	Mandated	4082	CENTRAL RECORDS	\$324,611	3.02	\$393,611
Wis. Stats. §59.27(4)	X	Mandated	4084	COURT LIASION	\$370,609	3.11	\$378,109
		Mandated	4086	CIVIL PROCESS SERVICE	\$2,028,260	19.57	\$2,304,872
		Ancillary to Mandated	4002	ADMINISTRATION	\$5,619,541	36.43	\$6,523,866
		Ancillary to Mandated*	4029	COMMUNICATIONS	\$4,007,031	30.71	\$4,007,031
		Ancillary to Mandated	4312	BUSINESS OFFICE	\$1,305,204	13.19	\$1,316,652
		Discretionary	4030	COMMUNITY RELATIONS	\$63,209	0.00	\$63,209
<b>Administration Bureau Total</b>					<b>\$14,097,762</b>	<b>100%</b>	<b>117.48 100% \$16,078,905 100%</b>
Administration Mandated					\$3,102,777	22%	37.15 32% \$4,168,147 26%
Admin. Ancillary to Mandated					\$10,931,776	78%	80.33 68% \$11,847,549 74%
Administration Discretionary					\$63,209	< 1%	0.00 0% \$63,209 < 1%

**Detention Bureau**

<u>Reference</u>	<u>State Const.</u>	<u>Category</u>	<u>Org Unit</u>	<u>Name</u>	<u>Budgeted Tax Levy</u>	<u>FTE's</u>	<u>Total Budgeted Expenditures</u>
Wis. Stats. §59.27(3)	X	Mandated	4031	COURT DISPOSITIONS	\$193,936	3.00	\$193,936
Wis. Stats. §59.27(4)	X	Mandated	4032	WARRANTS	\$683,112	11.00	\$683,112
Wis. Stats. §59.27(1)	X	Mandated	4034	BOOKING RELEASE INMATE	\$2,727,219	37.29	\$2,727,219
Wis. Stats. §59.27(1)	X	Mandated	4036	TRANSPORTATION	\$2,011,213	0.00	\$2,011,213
Wis. Stats. §59.27(1)	X	Mandated	4038	COUNTY CORRECTIONAL FACILITY-CENTRAL	\$27,728,223	284.63	\$33,448,266
Wis. Stats. §302.38(1)	X	Mandated	4039	INMATE MEDICAL SERVICES	\$10,207,974	99.75	\$10,227,974
Wis. Stats. §302.38(1)	X	Mandated	4041	PSYCHIATRIC SERVICES	\$1,227,343	17.23	\$1,227,343
Wis. Stats. §59.27(3)	X	Mandated	4081	COURT SERVICES	\$10,279,925	97.21	\$10,279,925
Wis. Stats. §302.37(1)	X	Mandated	4332	INMATE FOOD SERVICE	\$2,225,549	0.00	\$2,225,549
Wis. Stats. §303.19(1)		Mandated*	4353	GRAPHICS SHOP	\$378,972	4.04	\$462,472
Wis. Stats. §302.37(1)	X	Mandated	4354	LAUNDRY	\$618,011	10.42	\$618,011
Wis. Stats. §303.17(1)		Mandated*	4372	CCFS DORMITORIES	\$34,288,509	336.43	\$37,834,416
		Ancillary to Mandated	4311	CCFS ADMINISTRATION	\$1,592,180	9.33	\$1,592,180
		Ancillary to Mandated	4313	CCFS CANTEEN	(\$498,177)	1.07	\$141,823
		Ancillary to Mandated	4314	WAREHOUSE	\$72,036	1.01	\$72,036
		Ancillary to Mandated	4315	MAINTENANCE	\$2,074,148	12.52	\$2,102,148
		Ancillary to Mandated	4316	POWER PLANT INDUSTRIES	\$1,194,585	7.64	\$1,194,585
		Ancillary to Mandated	4351	ADMINISTRATION	\$0	0.00	\$0
		Ancillary to Mandated	4374	CCFS VISITING	\$244,539	1.32	\$244,539
		Discretionary	4371	CCFS CANINE UNIT	\$710,351	7.66	\$710,351
		Discretionary	4377	DOTS	\$66,616	0.00	\$66,616
<b>Detention Bureau Total</b>					<b>\$98,026,264</b>	<b>100%</b>	<b>941.55 100% \$108,063,714 100%</b>
Detention Mandated					\$92,569,986	94%	901.00 96% \$101,939,436 94%
Detention Ancillary to Mandated					\$4,679,311	5%	32.89 3% \$5,347,311 5%
Detention Discretionary					\$776,967	1%	7.66 1% \$776,967 1%

Police Services Division

Reference	State Const.	Category	Org Unit	Name	Budgeted Tax Levy	FTE's	Total Budgeted Expenditures			
Wis. Stats. §59.84(10)(b)		Mandated	4021	EXPRESSWAY PATROL	\$2,985,482	59.68	\$8,851,357			
Wis. Stats. §59.27(11)		Mandated	4026	DIVE UNIT	\$21,821	0.02	\$21,821			
Wis. Stats. §59.27(10)		Mandated	4058	BOMB DISPOSAL UNIT	\$0	0.79	\$83,071			
Wis. Stats. §59.27(11)		Mandated	4064	SWAT/GRIP UNIT	\$0	0.90	\$102,880			
		Ancillary to Mandated	4052	GENERAL INVESTIGATIONS	\$2,313,286	24.15	\$2,703,786			
		Ancillary to Mandated	4066	HIDTA DRUG UNIT	\$206,843	2.19	\$294,843			
		Discretionary	4013	SHERIFF FORFEITURE	\$0	0.00	\$0			
		Discretionary**	4016	AIRPORT SECURITY	\$0	66.34	\$55,200			
		Discretionary**	4017	COUNTY GROUNDS SECURITY	\$595,046	11.57	\$1,203,046			
		Discretionary	4018	CANINE UNIT	\$0	4.86	\$200,500			
		Discretionary	4019	PARK PATROL / TEU	\$3,297,247	35.32	\$3,545,247			
		Discretionary	4027	TRANSIT SECURITY INFORMATION TECH UNIT	\$0	0.00	\$0			
		Discretionary	4037		\$417,241	1.00	\$417,241			
Police Services Bureau Total					\$9,836,966	100%	206.82	100%	\$17,478,992	100%
Police Services Mandated					\$3,007,303	31%	61.39	30%	\$9,059,129	52%
Police Srvs Ancillary to Mandated					\$2,520,129	26%	26.34	13%	\$2,998,629	17%
Police Services Discretionary					\$4,309,534	44%	119.09	58%	\$5,421,234	31%
Grand Total					\$121,960,992	100%	1,265.85	100%	\$141,621,611	100%
Total Mandated					\$98,680,066	81%	999.54	79%	\$115,166,712	81%
Total Ancillary to Mandated					\$18,131,216	15%	139.56	11%	\$20,193,489	14%
Total Discretionary					\$5,149,710	4%	126.75	10%	\$6,261,410	4%

\* Indirect mandate through County Board Adopted Budget policy.

\*\* Currently obligated in whole or in part by contract or agreement.

Notes: Does not include approximately \$16.8 million in expenditures abatements from other County organizational units. For example, org unit 4016 Airport Security was budgeted for approximately \$7.4 million charged to General Mitchell International Airport.

Ancillary to Mandated indicates function is not mandated but is a practical necessity at some level in order to provide a mandated service. Percentage totals may not add due to rounding.

Sources: Audit Services Division Interpretations of Wisconsin State Constitution, State Statutes and County Ordinances; Budget data from and FTE's from County BRASS system.

A comparison of the major functions performed by the sheriffs in other large Wisconsin counties can also help inform a discussion of the appropriate entity to deliver various services currently provided by the Office of the Milwaukee County Sheriff. **Table 4** presents a checklist of major activities performed by the sheriffs in Milwaukee, Racine, Kenosha, Waukesha, Dane and Brown Counties, respectively.

**Table 4**  
**Comparison of Activities Performed**  
**Selected Wisconsin County Sheriffs**

<b>Milwaukee County Sheriff 2012 Service</b>	<b>Dane County Sheriff (Madison)</b>	<b>Brown County Sheriff (Green Bay)</b>	<b>Kenosha County Sheriff</b>	<b>Racine County Sheriff</b>	<b>Waukesha County Sheriff</b>
<b>Airport Security</b>	✓	Incident Response Only	No-City Owned	No-Private Owner	✓
<b>Background Investigation Unit</b>	✓	✓	✓	✓	✓
<b>Bomb Disposal Unit</b>	✓	Collaboration	✓	Use Milwaukee & Kenosha Sheriffs	Use Milwaukee Sheriff & MPD
<b>Business Office</b>	✓	✓	✓	✓	✓
<b>Canine Unit</b>	✓	✓	✓	✓	✓
<b>Central Records</b>	✓	✓	Collaboration	✓	✓
<b>Civil Process Service</b>	✓	✓	✓	✓	✓
<b>Communications</b>	Collaboration	Collaboration	Collaboration	Collaboration	Collaboration
<b>Community Relations</b>	✓	✓	✓	✓	✓
<b>Correctional Fac. (Jail)</b>	✓	✓	✓	✓	✓
<b>Correctional Fac. (HOC)</b>	Not Applicable	Not Applicable	✓	Not Applicable	Not Applicable
<b>Court Dispositions</b>	✓	✓	✓	✓	✓
<b>Court Liaison</b>	✓	✓	No	✓	✓
<b>Court Services</b>	✓	✓	No-Court Provides Bailiffs	No-Court Provides Bailiffs	✓
<b>Dive Unit</b>	✓	✓	✓	Collaboration	✓
<b>Electronic Monitoring Unit</b>	✓	✓	No	✓	✓
<b>Emerg. Management Br.</b>	No	No	✓	No	No
<b>Expressway Patrol</b>	✓	✓	✓	✓	✓
<b>Extraditions</b>	Collaboration	Contracted Out	Contracted Out	Contracted Out	Contracted Out
<b>General Investigations</b>	✓	✓	✓	✓	✓
<b>HIDTA Drug Enf. Unit (Collaboration)</b>	✓	✓	✓	✓	✓
<b>Information Tech. Unit</b>	Collaboration	Collaboration	Collaboration	✓	✓
<b>Inmate Food Service (Contracted Out)</b>	Contracted Out to a Separate Govt. Dept.	Contracted Out	✓	Contracted Out	Contracted Out
<b>Inmate Medical Services</b>	Contracted Out	Contracted Out	Contracted Out	Contracted Out	Contracted Out
<b>Inmate Mental Health Services</b>	Contracted Out	Contracted Out	Contracted Out	Contracted Out	Contracted Out
<b>Inmate Transportation (Contracted Out)</b>	✓	✓	✓	✓	✓
<b>Park Patrol/Targeted Enf.</b>	✓	✓	✓	✓	✓
<b>Patrol Boat</b>	✓	✓	✓	✓	✓
<b>Sheriff Forfeiture</b>	✓	✓	✓	✓	✓
<b>SWAT Unit</b>	Collaboration	Collaboration	✓	✓	Collaboration
<b>Training</b>	✓	✓	✓	Collaboration	✓

Note: Milwaukee County is the only county in Wisconsin that is statutorily obligated to police the interstate expressway system within its borders.

Source: Data collected by the Audit Services Division

**There is significant commonality of functions performed by, or administered by, the Milwaukee County Sheriff and the sheriffs in the five next most populous counties in Wisconsin.**

As shown in **Table 4**, with the exceptions of emergency management coordinating services and operation of a county house of correction, there is significant commonality of functions performed by, or administered by, the Milwaukee County Sheriff and the sheriffs in the five next most populous counties in Wisconsin.

***The Milwaukee County Ordinance Designating the Sheriff as the County's Emergency Management Director does not Comply with the Authorizing State Statute.***

In researching the authority for the Office of the Sheriff to direct Emergency Management Services for Milwaukee County, we discovered a discrepancy between s. 99.02 of the Milwaukee County Ordinances and §323.14 of the Wisconsin State Statute addressing the function.

According to the Ordinance:

In accordance with ch. 166.03(4)(b), Wis. Stats., the county executive shall hereby designate the sheriff as the county emergency management director.

§166.03(4)(b), Wis. Stats, was re-numbered in 2009 as §323.14(1)(a)2, Wis. Stats. which states:

Each county board shall designate a head of emergency management. In counties having a county executive under s. 59.17, the county board shall designate the county executive or confirm his or her appointee as county head of emergency management.

Prior to 1998, the County Board had properly designated, by ordinance, the County Executive as the director of emergency management for Milwaukee County. However, the 1997 County Executive Recommended Budget included a proposal to merge the County Executive-Emergency Management Department into the Office of the Sheriff by creating a new division of Emergency Management under the purview of the Sheriff. The proposal also noted that the Sheriff would replace the County Executive as the designated County Emergency Government Director. That

proposal was implemented with the County Board's approval of the 1998 Adopted Budget. However, it appears the language used to revise s. 99.02 of the County Ordinance does not comply with the statutory directive that the County Board "...designate the County Executive or confirm his or her appointee as county head of emergency management."

As noted in the 1998 Adopted Budget, the transfer of responsibilities for Emergency Management was made to enhance cooperative efforts and to create new synergies in the delivery of Emergency Management services. These included centralizing fiscal and budget operations within the Office of the Sheriff, as well as physical relocation of Emergency Management to be adjacent to the new communications center within the Office of the Sheriff. The logic behind the 1998 transfer remains valid today.

To comply with Wisconsin State law, we recommend:

1. *The Milwaukee County Board of Supervisors amend s. 99.02 of the General Ordinances of Milwaukee County to comply with §323.14(1)(a)2, Wis. Stats.*
2. *The Milwaukee County Executive designate the Milwaukee County Sheriff as director of emergency management for Milwaukee County, subject to confirmation by the Milwaukee County Board of Supervisors.*

In the remaining sections of this report, we will present indicators of the efficiency with which the Milwaukee County Office of the Sheriff has provided major services, and review factors to consider in evaluating the optimal entity to provide such services in Milwaukee County.

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## **Section 2: Data indicate the Milwaukee County Sheriff has maintained a consistent level of efficiency of operations under his control as staff resources have consistently declined during the past decade.**

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In 2002, the Department of Audit (predecessor of the Audit Services Division) issued a series of reports that reviewed the organizational structures of County departments most affected by a large number of anticipated retirements. The Milwaukee County Office of the Sheriff was included among those departments reviewed at that time. Data presented in the July 2002 management structure review of the Office of the Sheriff provides a basis from which to compare, in broad terms, the organizational structure and management to staff ratios reflected in the current organization.

**The organizational structure of the Office of the Sheriff has been streamlined while the overall management to staff ratio has remained essentially unchanged since 2002.**

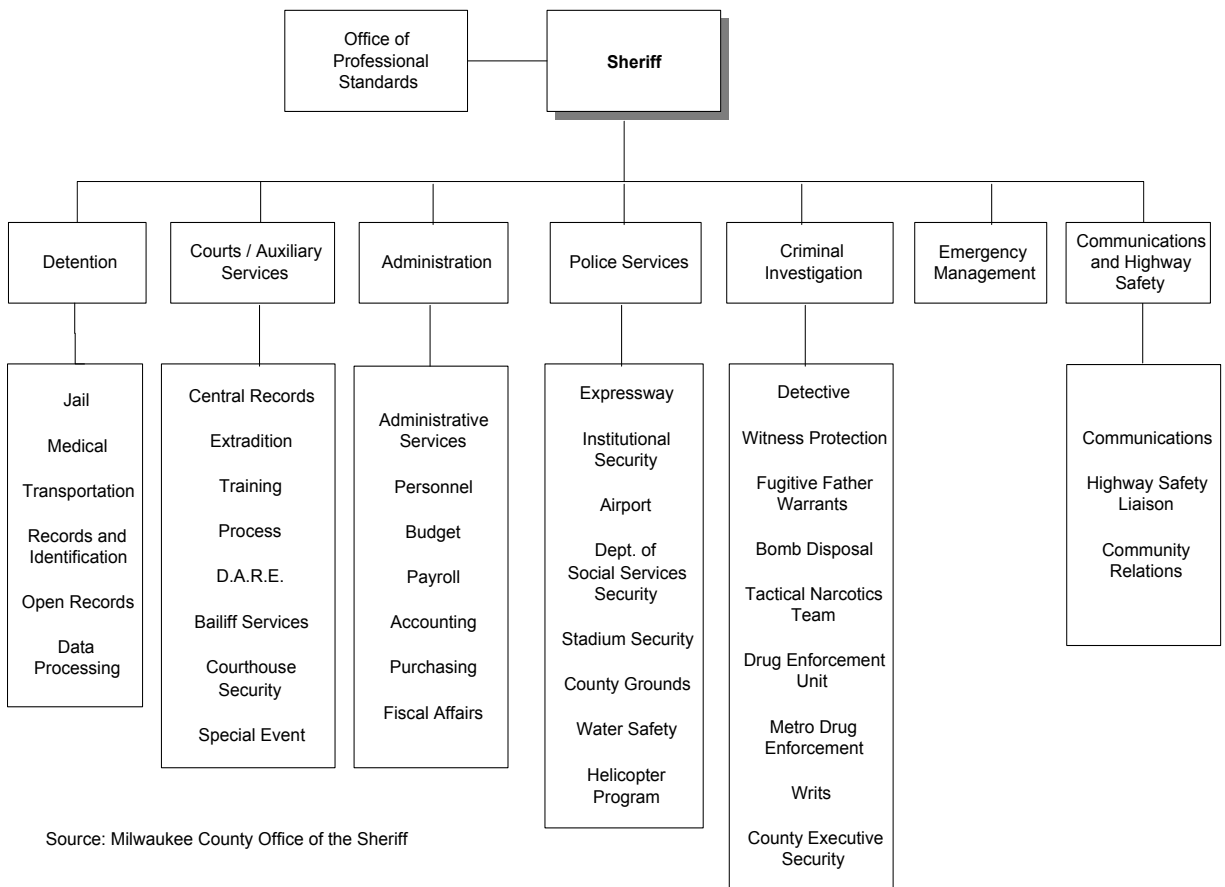
Acknowledging the assumption by the Sheriff of responsibility for operation of the House of Correction in 2009, little has changed in the number or type of functions performed by the Office of the Sheriff in 2012 compared to 2002. However, as shown in the following figures, the organizational structure of the office has been streamlined while the overall management to staff ratio has remained essentially unchanged.

As shown in **Figure 3**, the 2002 organizational structure of the Office of the Sheriff included seven bureaus. The 2012 Office of the Sheriff organizational structure, while very similar in functionality, reflects consolidation into three bureaus, as shown in **Figure 4**.



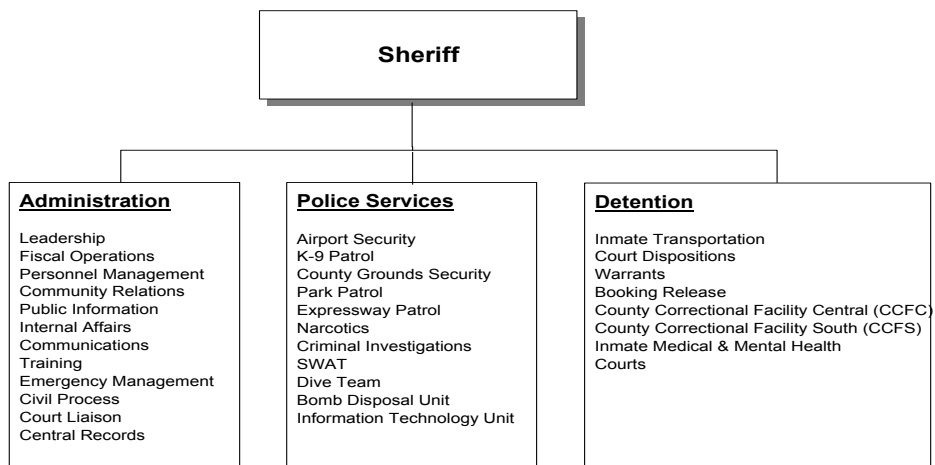
**Figure 3**

**Organizational Chart  
2002 Sheriff's Department  
(Office of the Sheriff)**



**Figure 4**

**Organizational Chart  
2012 Office of the Sheriff**



Source: Milwaukee County 2012 Adopted Budget

**Table 5** shows the percentage of total Office of the Sheriff staff comprising management positions in 2002 and 2012, respectively. The data show approximately the same percentage of management staff under both the 2002 (10.2%) and 2012 (10.0%) organizational structures. Those percentages reflect a management to staff ratio of approximately one management position for every nine line staff.

**Table 5**  
**Milwaukee County Office of the Sheriff**  
**Management to Staff Ratios**  
**2002 and 2012**

<b>2002</b>					
<u>Division</u>	<u>Total Staff</u>	<u>Non-Mgmt. Staff</u>	<u>Mgmt. Staff</u>	<u>Percent Management</u>	<u>Management to Staff Ratio</u>
Admin. Services	132	111	21	15.9%	1 : 5.3
Police Services	215	186	29	13.5%	1 : 6.4
Detention	652	600	52	8.0%	1: 11.5
<b>Total</b>	<b>999</b>	<b>897</b>	<b>102</b>	<b>10.2%</b>	<b>1 : 8.8</b>
<b>2012</b>					
<u>Division</u>	<u>Total Staff</u>	<u>Non-Mgmt. Staff</u>	<u>Mgmt. Staff</u>	<u>Percent Management</u>	<u>Management to Staff Ratio</u>
Admin. Services	101	77	24	23.8%	1 : 3.2
Police Services	184	167	17	9.2%	1 : 9.8
Detention	790	723	67	8.5%	1:10.8
<b>Total</b>	<b>1075</b>	<b>967</b>	<b>108</b>	<b>10.0%</b>	<b>1 : 9.0</b>

Note: 2012 data reflects transfer of management responsibility for the former House of Correction to the Office of the Sheriff in 2009. In 2002, the HOC was a stand-alone department; HOC staffing level data is not included in the 2002 figures in this table.

Source: Milwaukee County payroll records.

We selected two major functional areas of the Office of the Sheriff for a more detailed examination of efficiency indicators. During 2012, staff hours charged to Detention and Expressway Patrol activities accounted for approximately 57.5% of total Office of the Sheriff workload.

***During the period 2008 through 2012, the average staff hours per inmate day has remained stable, with significant reductions in both staffing levels and total average daily inmate census.***

**The average daily inmate census for the County system of incarceration has decreased steadily in recent years.**

As shown in **Table 6**, the average daily inmate census for the County system of incarceration has decreased steadily in recent years, from a total of 3,243 in 2008 to 2,484 in 2012, a reduction of 23.4%. This total figure reflects a reduction in average daily census of 9.9% at the CCF-C (County Jail) and a reduction of 28.6% at the CCF-S (House of Correction). Comparing those same two years, the average number of Full Time Equivalent positions staffing an eight-hour shift system-wide decreased from 261.4 in 2008 to 205.2 in 2012, a nearly identical decline of 21.5%. This overall staffing reduction reflects a 10.4% reduction at the CCF-C and a 30.9% reduction at the CCF-S.

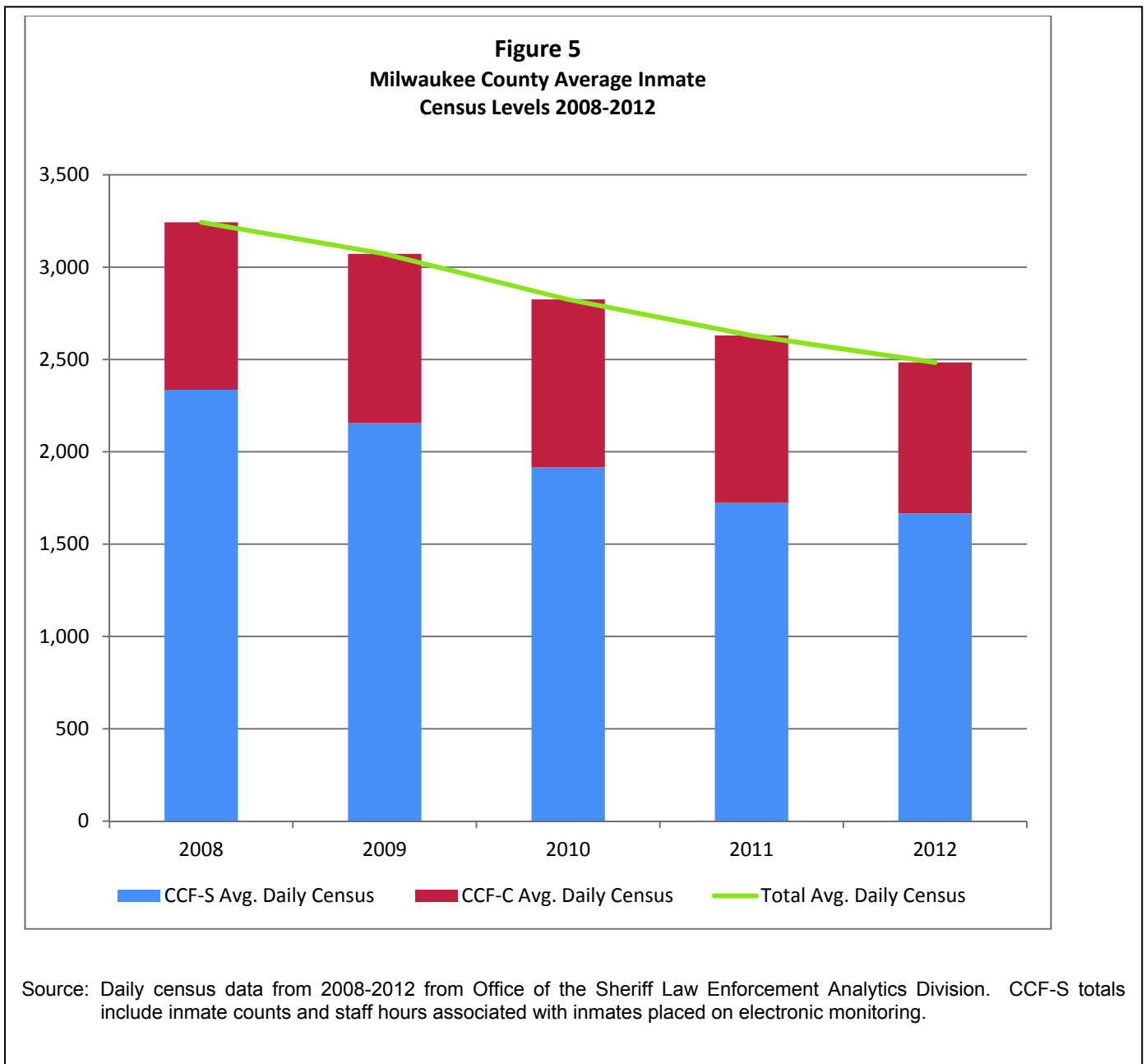
**Table 6**  
**Office of the Sheriff**  
**Detention Statistics**  
**2008—2012**

	<u>Total Inmate Days</u>	<u>Average Daily Inmate Census</u>	<u>Total Staff Hrs. Including OT</u>	<u>Avg. Staff Hrs. Per Inmate Day</u>	<u>Average FTE Per Shift</u>	<u>OT as % of Total Hours</u>
<b>2008</b>						
CCF-C	331,896	907	627,942	1.9	119.6	4.7%
CCF-S	855,017	2,336	744,217	0.9	141.8	17.4%
<b>2008 Total</b>	<b>1,186,913</b>	<b>3,243</b>	<b>1,372,159</b>	<b>1.2</b>	<b>261.4</b>	<b>11.6%</b>
<b>2009</b>						
CCF-C	334,284	916	663,822	2.0	126.4	5.0%
CCF-S	786,853	2,156	617,517	0.8	117.6	8.4%
<b>2009 Total</b>	<b>1,121,137</b>	<b>3,072</b>	<b>1,281,339</b>	<b>1.1</b>	<b>244.1</b>	<b>6.6%</b>
<b>2010</b>						
CCF-C	331,723	909	656,953	2.0	125.1	6.0%
CCF-S	699,325	1,916	617,517	0.9	117.6	4.1%
<b>2010 Total</b>	<b>1,031,048</b>	<b>2,825</b>	<b>1,274,470</b>	<b>1.2</b>	<b>242.8</b>	<b>5.2%</b>
<b>2011</b>						
CCF-C	330,822	906	653,966	2.0	124.6	8.4%
CCF-S	629,333	1,724	493,375	0.8	94.0	7.1%
<b>2011 Total</b>	<b>960,155</b>	<b>2,630</b>	<b>1,147,341</b>	<b>1.2</b>	<b>218.5</b>	<b>7.9%</b>
<b>2012</b>						
CCF-C	299,014	817	562,895	1.9	107.2	11.5%
CCF-S	610,280	1,667	514,406	0.8	98.0	13.9%
<b>2012 Total</b>	<b>909,294</b>	<b>2,484</b>	<b>1,077,301</b>	<b>1.2</b>	<b>205.2</b>	<b>12.7%</b>
<b>% Change 2008-2012</b>						
CCF-C	-9.9%	-9.9%	-10.4%	-0.5%	-10.4%	142.5%
CCF-S	-28.6%	-28.6%	-30.9%	-3.2%	-30.9%	-19.9%
<b>Total</b>	<b>-23.4%</b>	<b>-23.4%</b>	<b>-21.5%</b>	<b>2.5%</b>	<b>-21.5%</b>	<b>9.1%</b>

Note: In 2002, the former House of Correction was a stand-alone department. In 2009, management responsibility for the HOC, including 486 Full Time Equivalent positions, was transferred to the Office of the Sheriff..

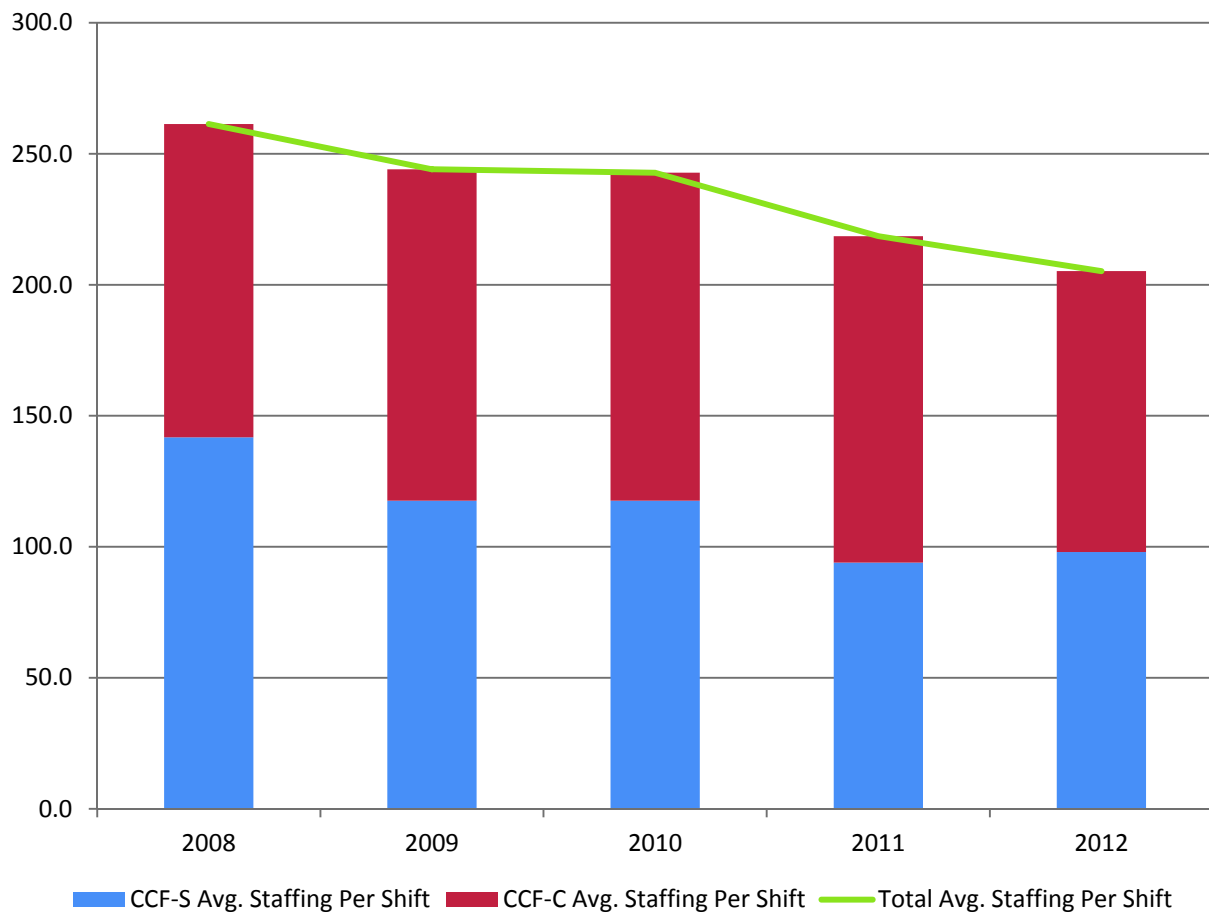
Source: Daily census data from 2008-2012 from Office of the Sheriff Law Enforcement Analytics Division. CCF-S totals include inmate counts and staff hours associated with inmates placed on electronic monitoring. Staffing information from Milwaukee County job costing fiscal report data.

The steady year-by-year decline in both average daily inmate census is more readily apparent by viewing the information in graphic form, as shown in **Figure 5**.



A similarly steady year-by-year decline in average staffing levels is shown in **Figure 6**.

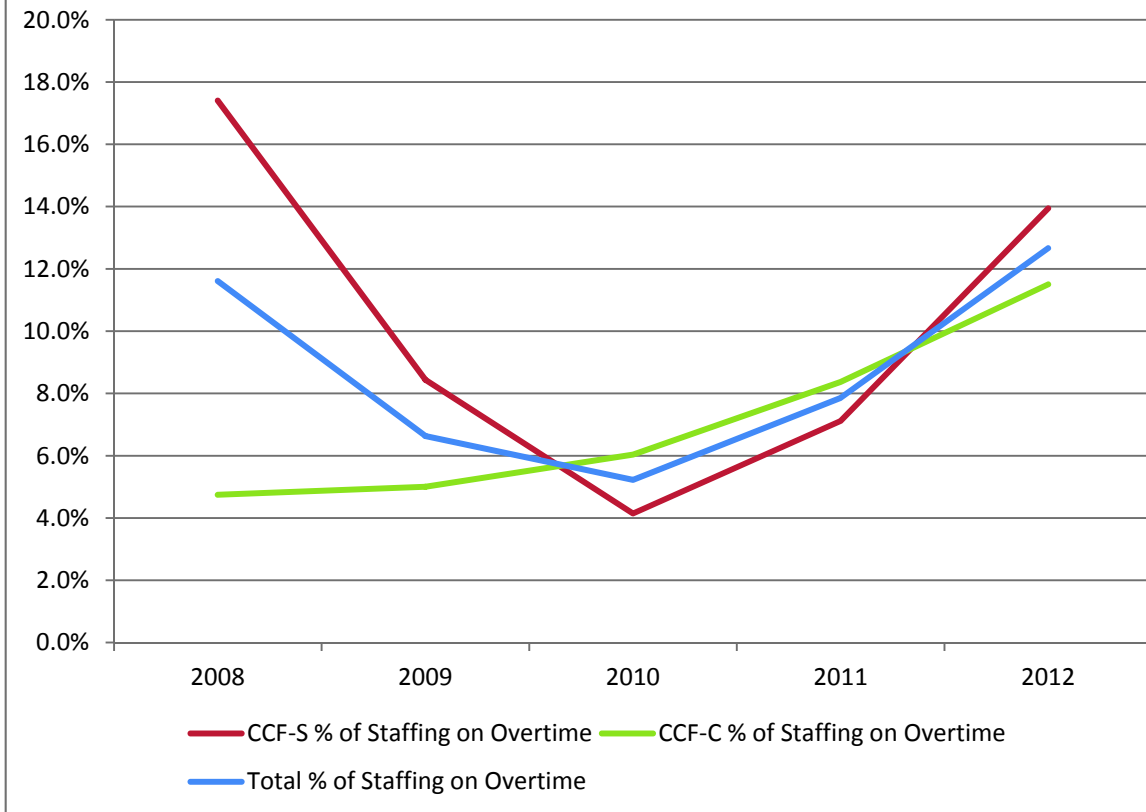
**Figure 6**  
**Milwaukee County Average**  
**Detention Staffing Levels 2008-2012**



Source: Staffing information from Milwaukee County job costing fiscal report data.

Indicators of the Office of the Sheriff's reliance on overtime to staff the CCF-C and CCF-S during the same period does not show the same steady decline as the average census and staffing levels at the two facilities. The percentage of total staff time logged as overtime is detailed in **Table 6** and presented graphically in **Figure 7**.

**Figure 7**  
**Milwaukee County Office of the Sheriff**  
**Percentage of Incarceration**  
**Staffing Levels on Overtime 2008-2012**



Source: Milwaukee County job costing fiscal report data.

The trends depicted in **Figure 7** reflect several conditions:

- There was significant reduction in the percentage of staff time logged as overtime at the CCF-S from 2008 (17.4%) to 2010 (4.1%). This coincides with the transfer of operational responsibility for the former House of Correction from a stand-alone department to the Office of the Sheriff in 2009.
- Once operations of both the CCF-C and CCF-S were under the management control of the Office of the Sheriff, a more coordinated approach to staff deployment was reflected. The Sheriff gained additional flexibility in transferring jailer staff among the two facilities over time due to a 2005 initiative that began replacing Deputy



Sheriff 1 positions at the CCF-C with Correctional Officer 1 positions through attrition. Previously, only Deputy Sheriffs staffed the CCF-C. Thus, while the percentage of staff time logged as overtime rose somewhat at the CCF-C during the period 2008-2010 (4.7% to 6.0%), overtime as a percentage of staffing system-wide declined sharply (11.6% to 5.2%).

**The system-wide trend of a decreasing reliance on overtime as a percentage of total staff hours was reversed in 2011 and continued increasing in 2012.**

- The system-wide trend of a decreasing reliance on overtime as a percentage of total staff hours was reversed in 2011 and continued increasing in 2012. From its low point of 5.2% in 2010, overtime as a percentage of total staff time system-wide increased to 7.9% in 2011 and to 12.7% in 2012. This may be, in part, due to continued reductions in staffing levels within the Office of the Sheriff (see **Figure 2** on page 11 of this report). However, increased reliance on overtime is not necessarily a negative indicator of efficiency or an indication that staff reductions have been excessive. For example, paying a number of employees a premium for overtime, typically one and one-half times their standard hourly wage, can be less costly than adding an additional position with a full array of fringe benefit costs (e.g., vacation, health insurance, pension, etc.). Except for applicable payroll taxes, additional overtime does not incur additional fringe benefit costs.

Recent history at the CCF-S (prior to the 2009 management transfer to the Office of the Sheriff) clearly illustrates, however, that too heavy a reliance on overtime can have adverse fiscal and operational impacts.

***Too heavy a reliance on overtime can have adverse fiscal and operational impacts.***

As noted in *An Audit of the Milwaukee County House of Correction Correctional Officer Staffing (March 2008)*:

At its meeting on September 27, 2007 the Milwaukee County Board of Supervisors passed a resolution [File No. 07-368] directing the Department of Audit (predecessor of the Audit Services Division) to review hiring practices and the application of County employment policies at the House of Correction (HOC). As noted in the resolution, members of the Personnel Committee "...expressed deep concern regarding the demands placed on staff at the HOC, noting that unless vacancies were filled and the number of available Corrections Officers was increased, the

institution was at considerable risk for a major disruption....”

The circumstances that prompted passage of the resolution directing the commencement of this audit included testimony and reports before the Personnel Committee, as well as coverage in the local media, that detailed highly stressful working conditions for Correctional Officers at the House of Correction. Chief among the problems cited was staff members’ inability to obtain relief from working mandatory double shifts and long stretches of consecutive days without time off. Management reported high rates of absenteeism due to Family Medical Leave and position vacancies due to turnover and slow recruitment processes as reasons for the forced overtime situation.

During that audit, we found that total hours worked on a regular straight time basis had decreased 13.0% in 2007 compared to 2003, while total overtime hours had skyrocketed by 206.7%. We estimated there was a shortage of approximately 40 FTE positions resulting from management errors related to staffing more posts than were budgeted and using outdated information for calculating post relief factors. In the audit, we concluded that the data reflected a ‘vicious cycle’ of existing staff working a greater proportion of their workload on an involuntary overtime basis, increasing stress levels and leading to a greater reliance on unconventional means of obtaining time off (e.g., Family Medical Leave).

At about the same time, an independent corrections consultant with the National Institute of Corrections reviewed operations at the House of Correction and identified a number of serious security and management concerns. The consultant recommended that “...county decision makers should thoughtfully analyze the possibility of combining CJF (County Correctional Facility-Central) and HOC as a single jail organization, either as part of the Sheriff’s Office or as a County Department of Corrections.” In the 2009 Adopted Budget,

responsibility for operation of the House of Correction was transferred to the Office of the Sheriff. A follow-up report by the same consultant in December 2009 noted a vast improvement in the security and discipline of operations at the facility under the Office of the Sheriff. According to the report:

The positive and comprehensive transformation of that facility in less than a year's time is nothing short of miraculous. That is not hyperbole but is the carefully considered conclusion of the author based on over thirty years of observing and studying changes in correctional facilities.

**Reliance on overtime for staffing levels at the CCF-S in 2012 was 13.9%, its highest level since the problematic staffing patterns exhibited in 2008.**

The data in **Table 6** show that reliance on overtime for staffing levels at the CCF-S in 2012 was 13.9%, its highest level since the problematic staffing patterns exhibited in 2008. The Sheriff has publicly expressed concerns with the quality of recent Correctional Officer 1 hires and in September 2012 began the process of calling back laid-off Deputy Sheriffs to bolster staffing levels at the CCF-C. As previously noted, the Sheriff has challenged the legal authority of the County Board to return management control of the CCF-S to a Superintendant of the House of Correction, operating as a stand-alone department that reports to the County Executive effective April 1, 2013. The County Board has delayed implementation of the transfer until resolution of that court case. Regardless of who manages the facility, it is critically important to actively monitor staffing patterns and behaviors at the CCF-S to avoid a repeat of the County's 2007/2008 experience.

***During the period 2008 through 2012, data show the Office of the Sheriff's Expressway Patrol has maintained a consistent staffing level with stable response times.***

As shown in **Table 7**, staff hours logged for the Expressway Patrol unit has remained very stable during the five-year period 2008–2012, although there was a greater reliance on overtime to maintain that level of road presence.

**Table 7**  
**Milwaukee County Office of the Sheriff**  
**Expressway Patrol Unit Staffing Data**  
**2008—2012**

<u>Year</u>	<u>Staff Hours</u>	<u>FTE</u>	<u>% OT</u>
2008	113,629	64.9	8.4%
2009	110,900	63.4	11.5%
2010	110,752	63.3	12.7%
2011	111,769	63.9	13.7%
2012	111,595	63.8	13.3%

Source: Milwaukee County job costing fiscal report data.

**The Expressway Patrol unit maintained generally stable average and median response times for a variety of categories of incidents during the period 2008 through 2012.**

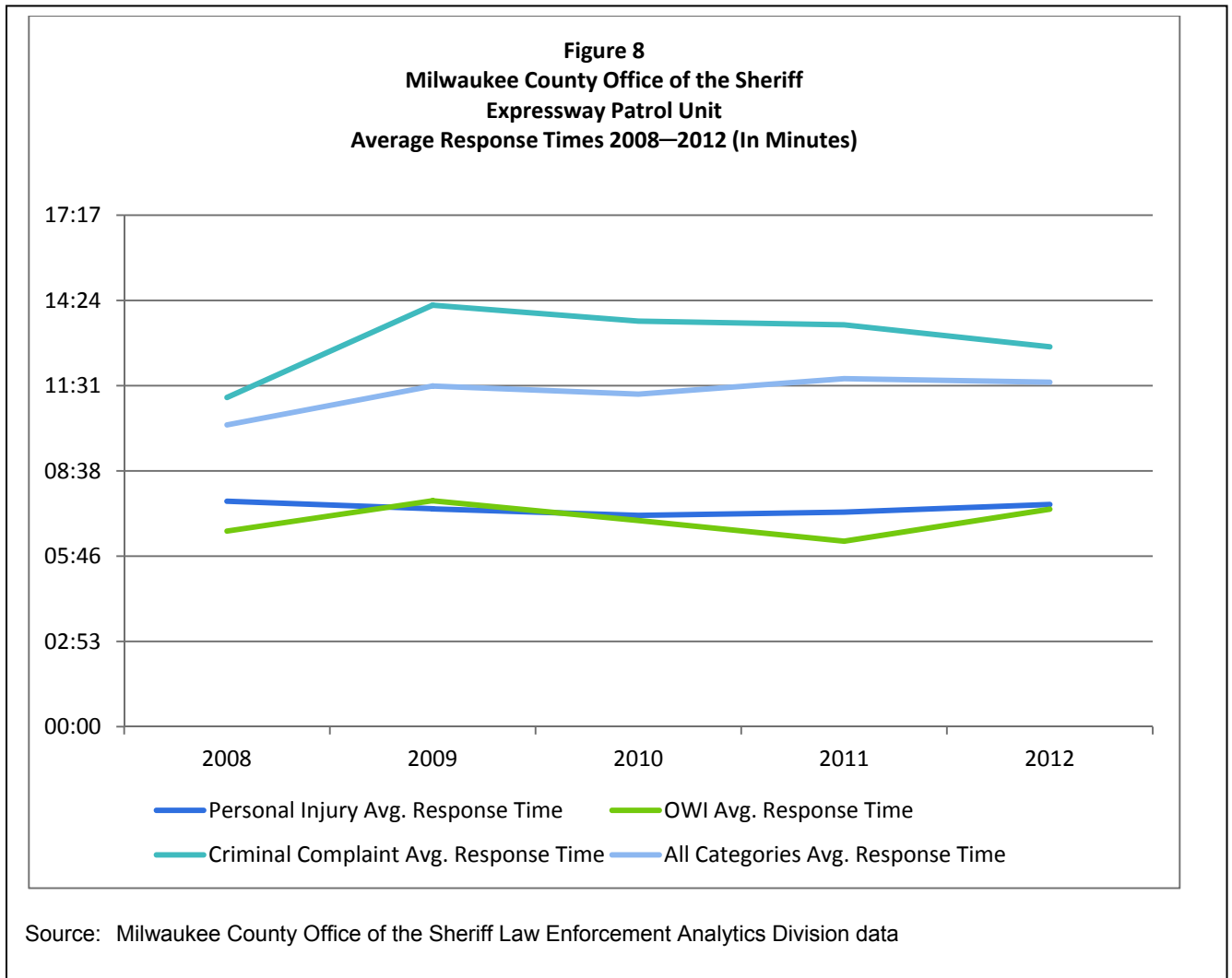
**Table 8** shows the Expressway Patrol unit maintained generally stable average and median response times for a variety of categories of incidents during the period 2008 through 2012. The average response time is calculated by totaling all response time and dividing by the number of incidents. The median figure indicates the mid-point of all response times in a category. That is, half of all response times were greater than, and half of all response times were less than, the median response time.

**Table 8**  
**Milwaukee County Office of the Sheriff**  
**Expressway Patrol Unit Response Times (In Minutes)**  
**2008–2012**

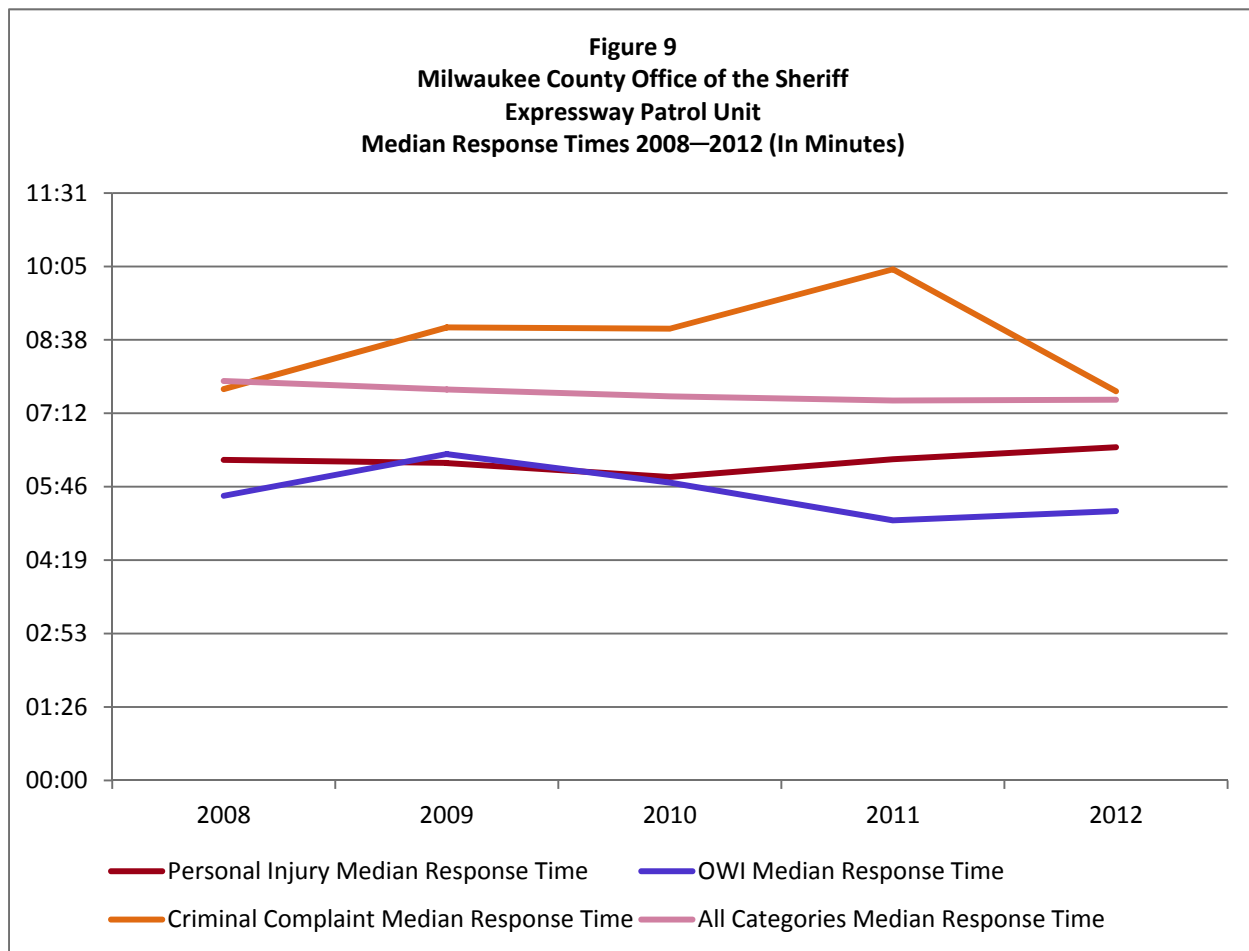
	<b>2008</b>			<b>2009</b>			<b>2010</b>			<b>2011</b>			<b>2012</b>		
	<u>Total</u>	<u>Mean</u>	<u>Median</u>	<u>Total</u>	<u>Mean</u>	<u>Median</u>	<u>Total</u>	<u>Mean</u>	<u>Median</u>	<u>Total</u>	<u>Mean</u>	<u>Median</u>	<u>Total</u>	<u>Mean</u>	<u>Median</u>
All Categories	17,771	10:12	07:50	15,520	11:31	07:40	17,030	11:14	07:32	16,876	11:45	07:27	15,446	11:38	07:28
Accidents:															
Fatal	2	11:07	08:25	4	06:08	06:05	7	07:23	06:36	4	04:18	04:15	2	01:25	01:25
Personal Inj.	793	07:37	06:17	646	07:21	06:14	750	07:08	05:57	731	07:15	06:18	668	07:30	06:32
OWI	145	06:36	05:35	150	07:38	06:24	154	06:58	05:50	135	06:16	05:06	145	07:21	05:17
Property Dmg.	3,537	09:57	07:29	3,033	10:05	07:59	3,361	09:57	07:51	3,380	09:37	07:30	3,082	10:31	07:39
Disturbances	403	07:26	04:46	425	08:24	05:39	509	07:35	05:34	535	08:08	05:18	428	06:34	04:09
Rpt. Debris	966	07:25	06:30	802	07:07	06:14	1,116	07:33	05:34	1,067	07:39	06:47			
Complaints:															
Criminal	544	11:07	07:41	367	14:14	08:53	260	13:42	08:52	274	13:35	10:01	203	12:50	07:38
Non-Criminal	295	10:12	07:50	220	11:33	08:05	236	11:36	09:28	261	12:52	09:06	222	09:42	07:11

Source: Milwaukee County Office of the Sheriff Law Enforcement Analytics Division data.

The average and median response time trends for selected categories of incidents shown in **Table 8** are presented graphically in **Figures 8** and **9**, respectively.



While the data presented in aggregate does not distinguish the variety of circumstances that affect response times, such as weather conditions, traffic volume, seasonality, etc., a general decline in Expressway Patrol unit efficiency would be reflected in an upward trend in response times. No such general trend is apparent in the 2008–2012 data.



Source: Milwaukee County Office of the Sheriff Law Enforcement Analytics Division data

Milwaukee County is alone among Wisconsin counties in its statutory obligation to police the interstate expressway system within its boundaries. According to §59.84(10)(b), Wis. Stats:

**59.84 Expressways and mass transit facilities in populous counties.**

**(10) MAINTENANCE AND OPERATION**

...(b) *Policing of expressways.* Expressways shall be policed by the sheriff who may, when necessary, request and shall receive cooperation and assistance from the police departments of each municipality in which expressways are located, but nothing in this paragraph shall be construed to deprive such police departments of the power of exercising law enforcement on such expressways within their respective jurisdictions.



**For 2013, the County has budgeted approximately \$3.5 million of tax levy support for the Expressway Patrol unit.**

In all other Wisconsin counties in which an interstate highway is located, the Wisconsin State Patrol assumes primary law enforcement responsibility. While the State provides some additional transportation aid to Milwaukee County for expressway patrol purposes, such funding has historically been inadequate to cover Milwaukee County's operational costs. In *An Audit of the Sheriff's Office Expressway Patrol Unit (January 2006)*, we noted that 2004 Milwaukee County tax levy support for the unit exceeded \$800,000. At that time, we recommended the County request additional State funding sufficient to eliminate local tax levy support for expressway patrol in Milwaukee County. For 2013, the County has budgeted approximately \$3.5 million of tax levy support for the unit, or about \$2.3 million if approximately \$1.2 million in legacy fringe benefit costs not directly related to current service is excluded.

***The Office of the Sheriff has assembled a comprehensive database of statistical data to identify and predict trends that can assist management in making staff deployment and performance evaluation decisions.***

According to the University of Maryland's Institute for Governmental Service and Research (IGSR), CompStat (comparative statistics) is a data-driven management model, initially introduced in 1994 by the New York City Police Department. The model has been credited with decreasing crime in New York City. IGSR, which leads an initiative to implement and institutionalize CompStat in the state of Maryland, notes that across the nation CompStat has become a widely embraced management model focused on crime reduction. Key principals of the model include:

- Accurate and timely intelligence. Crime intelligence relies on data primarily from official sources, such as calls for service, crime, and arrest data. This data is used to produce crime maps, trends, and other information to identify crime problems to be addressed.

**In June 2012 the Office of the Sheriff began transitioning from its previous CompStat software to a new web-based information system referred to as ARMED.**

- Effective tactics. Relying on past successes and appropriate resources, command staff and officers plan tactics that will respond fully to the identified problem. A CompStat meeting provides a collective process for developing tactics as well as accountability for developing these tactics.
- Rapid deployment. Contrary to the reactive policing model, the CompStat model strives to deploy resources to where there is a crime problem now, as a means of heading off the problem before it continues or escalates.
- Follow-up and assessment. CompStat meetings provide a forum for evaluating current and past strategies in addressing identified problems. Problem-focused strategies are normally judged a success by a reduction in or absence of the initial crime problem. This review process provides knowledge of how to improve current and future planning and deployment of resources.

In June 2012 the Office of the Sheriff began transitioning from its previous CompStat software to a new web-based information system referred to as ARMED, short for:

- **Analyze Data.**
- **Review Findings.**
- **Mobilize Resources.**
- **Evaluate Performance.**
- **Document Results.**

According to a command staff member, while the CompStat analytics model is retained, ARMED provides superior accuracy and efficiency because it pulls information directly from various databases used by the Office of the Sheriff in virtual real time, whereas the previous system required manual inputs from officers. Data sources accessed by ARMED include, among others:

- Ceridian for County personnel and payroll information.
- Phoenix CAD (Computer Aided Dispatch) and Motorola, systems used by the Communications Center for dispatch.
- Criminal Justice Information System (CJIS), used to access an array of criminal, court and inmate tracking records.
- State Motor Vehicle data.

**Four of the five county sheriff departments we examined in detail produce annual reports.**

### Annual Reports

Data available and tracked by the Office of the Sheriff Law Enforcement Analytics Division include, among other items, numerous statistics used by other Wisconsin sheriff's departments to generate annual reports of selected performance indicators for public consumption. Among the five county sheriff departments we examined in detail (Brown, Dane, Kenosha, Racine and Waukesha counties), all but the Brown County Sheriff's Department produce annual reports.

The 2012 Adopted Budget contained the following directive:

#### ***Annual Report***

*The Office of the Sheriff will create and distribute an Annual Report for calendar year 2011, similar to that produced by the Dane County Sheriff and other Sheriffs nationwide. The report shall itemize accomplishments, work statistics, expenditures and revenues for the major discretionary and mandated programs, staffing levels, organizational charts, and other important information. The report shall be made available on the Sheriff's website and shall be presented to the Committee on Judiciary, Safety and General Services by the June 2012 cycle.*

To date, the Office of the Sheriff has declined to produce such a report. The Wisconsin Supreme Court stated in *Andreski v. Industrial Commission*, 261 Wis. 234 52 N.W. 2<sup>nd</sup> 135 (1952):

*Within the field of his responsibility for the maintenance of law and order the sheriff today retains his ancient character and is accountable only to the sovereign, the voters of his county, though he may be removed by the Governor for cause. No other county official supervises his work or can they require a report or an accounting from him concerning his performance of his duty. [Emphasis added.]*

**Table 9** lists the most commonly reported statistics and performance indicators contained in the annual reports produced by the Wisconsin sheriff's departments in Dane, Kenosha,

Racine and Waukesha counties. The table also includes a column indicating whether or not the Milwaukee County Office of the Sheriff tracks similar categories of statistics and performance indicators.

**Table 9**  
**Comparison of Performance Indicators Commonly Published**  
**In County Sheriff Department Annual Reports and**  
**Those Tracked by the Milwaukee County Office of the Sheriff**

Performance Indicator	-----Data is Published in Annual Report-----				Data is Tracked
	Dane County	Kenosha County	Racine County	Waukesha County	Milwaukee County
No. of Calls for Service	✓	✓	✓	✓	✓
No. of Civil Processes Served	✓	✓		✓	✓
No. of Bookings into the Jail	✓		✓	✓	✓
Average Daily Population in Jail	✓		✓	✓	✓
No. and Type of Traffic Citations	✓	✓	✓	✓	✓
No. of Search Warrants Executed	✓	✓	✓	✓	✓
No. of Arrests (Drug)	✓	✓	✓	✓	✓
No. and Type of Charges (Drug)	✓		✓	✓	✓
No. of Arrests (Patrol)		✓	✓	✓	✓
No. of Traffic Fatalities			✓	✓	✓
No. of County Ordinance Citations		✓	✓	✓	✓

Sources: County Sheriff annual reports and the Milwaukee County Office of the Sheriff ARMED information system.

As shown in **Table 9**, the ARMED information system utilized by the Office of the Sheriff provides the capability to produce the statistical information commonly contained in the annual reports reviewed. Benefits of producing an annual report include:

- Public transparency and the resulting public accountability for performance; and
- Readily accessible information for public and policymaker consumption.

Arguments against the production of annual reports include:

- Administrative effort and cost is incurred summarizing and presenting data that is already continuously monitored for internal purposes; and
- Depending on the form and distribution of the final product, an annual report generated internally by the Office of the Sheriff could be used or viewed as a mechanism to benefit an elected Sheriff's political career.

Whether or not the Office of the Sheriff chooses to produce an annual report, many of the components of such a report could be included in the annual Milwaukee County budget. Whereas the County Sheriff cannot be compelled to produce a report regarding the performance of his or her duty, the Sheriff must comply, barring specific statutory or court prohibitions, with requests for information generated from publicly funded and operated data systems. For instance, the 2013 Milwaukee County Adopted Budget contains some basic statistical and performance measurement data generated by the Office of the Sheriff, such as traffic citations issued, expenditures per inmate day, criminal complaints issued, service hours worked by function, as well as others.

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### **Section 3: Relevant personnel cost structures and national trends suggest future collaborations should explore consolidation at the County level rather than fragmentation among municipal police departments.**

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In his 2013 recommended budget, the Milwaukee County Executive proposed a Memorandum of Understanding (MOU) between the City of Milwaukee and Milwaukee County for the Milwaukee Police Department to provide park patrol and cellular 911 response services within the City of Milwaukee. The proposal included the elimination of the Office of the Sheriff's Park Patrol/Tactical Enforcement Unit (a reduction of 35 Full Time Equivalent positions, including overtime); a reduction of approximately seven FTE in the Communications Unit, and annual payments to the City of Milwaukee and suburban municipalities (\$1.66 million and \$125,000, respectively, in 2013). The Office of the Comptroller estimated the savings attributable to the County Executive's proposal to be approximately \$1.5 million compared to 2012 budget appropriations.

**The County Board rejected the transfer of park patrol responsibilities from the Office of the Sheriff to the Milwaukee Police Department.**

The County Board rejected the transfer of park patrol responsibilities from the Office of the Sheriff to the Milwaukee Police Department, but approved an MOU for transfer of the cellular 911 response services for calls generated within the City of Milwaukee. Comments during the County Board's Finance, Personnel and Audit Committee budget hearing at which the County Executive's proposal was discussed suggest that the potential loss of responsiveness to County concerns was a major factor in the rejection of the park patrol portion of the proposal.

Earlier in the year, the County Executive informally suggested the possibility of outsourcing security/law enforcement for General Mitchell International Airport to the Milwaukee Police

**An analysis by the Public Policy Forum focused on transferring functions or operational control of functions from the Office of the Sheriff to the State of Wisconsin or to other jurisdictions.**

Department. Such an arrangement would be a departure from the longstanding practice of the County airport, which capital and operating costs are fully paid by commercial airlines and passenger surcharges, contracting with the Office of the Sheriff for security and law enforcement.

The County Executive's proposals follow a comprehensive report, issued in January 2010 by the Public Policy Forum, which analyzes the viability of downsizing or eliminating Milwaukee County government in light of the County's significant fiscal and programmatic pressures. The Public Policy Forum, an independent non-partisan research organization, was commissioned by the Greater Milwaukee Committee, a private sector civic organization, to conduct the analysis.

The report, *Should It Stay or Should It Go*, included an overview of the County's structural deficit – defined as the gap between expenditure needs and anticipated revenues – at the time, with particular concern identified for the mounting costs of employee fringe benefits. The report section on the Office of the Sheriff did not make specific recommendations but discussed both pros and cons associated with the elimination or reduction of various Office of the Sheriff activities. In its analysis, the Public Policy Forum focused on transferring functions or operational control of functions from the Office of the Sheriff to the State of Wisconsin or to other jurisdictions.

The premise underlying each of these calls for reducing or replacing various services performed by the Office of the Sheriff is that the services duplicate those provided by other entities, and/or that they could be performed at lower cost by others. Our review of services provided by the Office of the Sheriff and municipal police departments within Milwaukee County confirms there are a number of commonalities in services. This suggests that opportunities exist for potential collaboration and/or



consolidation of services between the entities. However, in the absence of demonstrably enhanced efficiency gains, relevant personnel cost structures and national trends suggest future collaborations should explore consolidation at the County level rather than fragmentation among municipal police departments.

***Milwaukee County legacy costs are legal obligations that must be met, but they are not relevant costs that should be considered in evaluating proposals to reduce or eliminate Office of the Sheriff functions.***

**Any cost that is fixed—that is, a cost associated with performing a service remains whether or not the service is reduced or eliminated—should not be considered in making a decision to reduce or eliminate the service.**

The concept of fixed versus variable costs is a key factor in calculating the potential cost savings associated with any proposed elimination, reduction or replacement of functions currently performed by the Office of the Sheriff. Any cost that is fixed—that is, a cost associated with performing a service remains whether or not the service is reduced or eliminated—should not be considered in making a decision to reduce or eliminate the service.

For instance, if an individual leases a motor vehicle for a base rate of \$200 per month plus 15 cents per mile, the base rate of \$200 per month is a fixed cost, remaining constant during the effective period of the lease, while the 15 cents per mile is a variable cost that increases or decreases with the actual mileage incurred. In this example, if the individual leasing the car wishes to calculate the potential savings associated with riding the bus to work each day, he or she would compare the added cost of bus tickets against savings that would result from the reduced mileage placed on the vehicle, at a value of 15 cents per mile. If the individual paid a daily parking fee at an unreserved lot, he or she would also calculate the savings from reduced parking fees on the days a bus ride is substituted for driving the car to work. In this example, a cost that would not be considered is the fixed cost of the \$200 per month base lease rate. This is because the

individual will incur the \$200 fee whether he or she drives the car to work everyday, or if a bus ride is substituted every work day.

This fixed versus variable cost concept is particularly relevant in evaluating proposals regarding the replacement of services provided by Milwaukee County Deputy Sheriffs with municipal police officers. This is because the Office of the Sheriff carries two significant fringe benefit costs within its annual budgets that are truly fixed costs that must be set aside in making service level decisions. Those costs are health care and unfunded pension costs for retirees, known as 'legacy' health care and 'legacy' pension costs.

In its report *Should It Stay or Should It Go*, the Public Policy Forum identified a total of \$23.3 million in combined Office of the Sheriff and House of Correction expenditures in 2008 that:

“...were not directly connected to the cost of providing or administering law enforcement and corrections services, but instead were county legacy costs distributed to the department by the central budget office. **This tells us that if a different entity had provided the same services, secured administrative overhead at the same price, and paid the same wages and benefits to its active employees in 2008, it potentially could have provided law enforcement and corrections services for \$23.3 million less if it was not responsible for the sheriff's share of the county's legacy costs.**”

While that statement is true, it does not follow that taxpayers would have saved \$23.3 million had a different entity provided the law enforcement and correctional services. This is because, just as the \$200 base monthly payment in the car lease example previously described was a fixed cost, the \$23.3 million legacy cost obligation is a fixed cost for Milwaukee County. Specifically, the \$23.3 million legacy cost would remain with Milwaukee County (or the entity responsible for the County's legal

obligations should it be eliminated) even if the State of Wisconsin or several municipal police departments took responsibility for all of the Office of the Sheriff's functions.

**Milwaukee County legacy costs are real obligations that must be paid by the taxpaying public.**

Milwaukee County legacy costs are real obligations that must be paid by the taxpaying public. However, in making policy decisions going forward, only relevant cost factors should be considered. For instance, paid lifetime health benefits were eliminated for Milwaukee County deputy sheriffs hired after June 30, 1995. As of August 2012, 155 of 275 active deputy sheriffs were eligible for the benefit. A deputy sheriff hired today would not add or subtract from the cost associated with the lifetime health benefit retained by the 155 deputy sheriffs. Further, since the lifetime health benefit is a vested retirement benefit after 15 years of service, each of the 155 eligible deputy sheriffs employed as of August 2012 has already achieved the minimum number of service years required for that benefit. Thus, elimination of those positions would not affect the costs associated with those benefits. (Instead, the County has had some success in limiting legacy costs through benefit design modifications and financing techniques.)

***Relevant personnel cost structures show that effective hourly compensation costs for Milwaukee County deputy sheriffs in 2012 were lower than those for police officers in the three largest Milwaukee County municipalities.***

**For the 19 municipal police departments in Milwaukee County, personnel costs averaged 92.6% of operating costs.**

With the understanding that legacy costs should not be considered in evaluating proposed service delivery models for Office of the Sheriff functions, the primary category of variable costs is the personnel used for the services. For most government law enforcement agencies, personnel costs account for up to 90% of operating costs. We reviewed 2012 budget data for 17 of the 19 municipal police departments in Milwaukee County and for the group as a whole, personnel costs averaged 92.6% of operating costs.

**We compared major components of 2012 personnel cost structures of the three largest municipal police departments in Milwaukee County with those of the Office of the Sheriff.**

We compared major components of 2012 personnel cost structures of the three largest municipal police departments in Milwaukee County with those of the Office of the Sheriff. The police departments of the Cities of Milwaukee, West Allis and Wauwatosa serve a combined population totaling approximately 75% of the citizens of Milwaukee County. The following cost components and adjustments were included in our comparison:

- Base hourly wage rates.
- Principal fringe benefit items
  - Health care costs (net of employee premium contributions). City of Wauwatosa and City of West Allis health care costs include some retiree claims costs (for 'bridge' coverage ending at age 65) imbedded in their rates but are included because new hires remain eligible to receive those benefits and thus add to their costs. The City of Milwaukee also provides bridge coverage benefits for retired police officers but those costs are not imbedded in the rates used. Consequently, City of Milwaukee health care costs are somewhat understated. Milwaukee County does not provide bridge coverage to deputy sheriffs.
  - Pension normal costs (net of employee contributions). Normal costs are actuarially-determined costs of pension benefits earned by current employees for the current year. Due to different provisions for duty-related disabilities, duty disability costs are excluded from the municipal comparison group figures but included in the Milwaukee County rates.
- Employer share of Federal Insurance Contributions Act (Social Security) & Medicare Taxes. FICA taxes are not applied to City of Milwaukee police officer wages because they are exempt; Medicare taxes of 1.45% do apply for officers hired after April 1, 1986 and are included.
- Adjustments for Paid Time Off including holiday, vacation, personal or other time off. Because of differences in the amount of paid time off provided by the various entities, the annual cost of the above compensation items must be adjusted to show what the entity is paying per hour of service provided. These adjusted hourly compensation rates, or *effective hourly rates*, will provide the basis for a direct comparison of the primary cost factors, expressed as average cost per hour, for law enforcement service provided by each entity under the terms of their respective collective

bargaining agreements and local ordinances. No adjustments were made for paid sick time. Contract terms addressing paid sick leave did not vary significantly between the County, the City of Milwaukee and the City of Wauwatosa; the City of West Allis invokes a short term disability program after absences of five consecutive days.




It should be noted that these major cost structure components identified are subject to change over time. We used 2012 data for each entity. In instances where collective bargaining agreements called for changes during 2012, we used the latest terms applicable during the year. Therefore, annualized cost figures are based on the wage rates and employee contribution rates applicable at year-end 2012.

As shown in **Table 10**, 2012 base hourly wage rates for deputy sheriffs were lower than comparable staff level police officers in each of the three municipalities reviewed.

**Table 10**  
**2012 Hourly Wage Rates for County Deputy Sheriffs**  
**and Police Officers in Milwaukee County's**  
**Three Largest Municipalities**

Milwaukee County Step	Sheriff Dep 1	City of Milwaukee Police Officer		Wauwatosa Police Officer	West Allis Patrol Officer
1	\$20.1000	\$23.9358	- \$24.4820	\$22.8100	\$20.9760
2	\$21.0700	\$26.2109	- \$26.7570	\$25.3300	\$24.2820
3	\$22.0400	\$29.1546	- \$29.7009	\$27.8400	\$26.4150
4	\$23.0100	\$30.2839	- \$30.8301	\$29.8600	\$28.5450
5	\$23.9800	\$32.0223	- \$32.5686	\$30.7200	\$30.1580
6	\$24.9500	\$32.0223	- \$32.5686	\$31.3600	\$31.5260
7	\$25.9200	\$32.0223	- \$32.5686	\$32.0600	\$31.5260
8	\$26.8900	\$32.0223	- \$32.5686	\$32.0600	\$31.5260
9	\$27.8600	\$32.0223	- \$32.5686	\$32.0600	\$31.5260
10	\$28.8300	\$32.0223	- \$32.5686	\$32.0600	\$31.5260

**Variance from Milwaukee County Deputy Sheriff Hourly Wage Rate**

		City of Milwaukee Police Officer		Wauwatosa Police Officer	West Allis Patrol Officer
	Minimum	19.1%	- 21.8%	13.5%	4.4%
	Mid-Range	19.2%	- 21.4%	22.1%	12.3%
	Maximum	11.1%	- 13.0%	11.2%	9.4%
1 Year		19.1%	- 21.8%	13.5%	4.4%
5 Years		33.5%	- 35.8%	28.1%	25.8%
10 Years		11.1%	- 13.0%	11.2%	9.4%

Sources: Applicable collective bargaining agreements from the respective government entities. Wage rates shown are those in effect at the end of calendar year 2012.

**The County deputy sheriffs' base wage rates were consistently lower than their municipal counterparts.**

Whether comparing base hourly wage rates at the minimum, mid-range or maximum levels of their respective pay ranges, the County deputy sheriffs' base wage rates were consistently lower than their municipal counterparts. Similarly, comparisons of wage rates paid to employees with 1, 5 or 10 years of experience showed the County deputy sheriffs' rates were the lowest of the entities reviewed.

Annualizing the base hourly wage rate shows an even larger gap between the annual base compensation of County deputy sheriffs and City of West Allis patrol officers, as shown in **Table 11**. This is because the City of West Allis pays its patrol officers at the rate of time and one-half to work on 11 designated holidays per year.

**Table 11**  
**2012 Annualized Base Wages for County Deputy Sheriffs**  
**and Police Officers in Milwaukee County's**  
**Three Largest Municipalities**

Step	Milwaukee County Sheriff Dep 1	City of Milwaukee Police Officer	Wauwatosa Police Officer	West Allis Patrol Officer
1	\$41,808	\$49,786 - \$50,923	\$47,445	\$46,504
2	\$43,826	\$54,519 - \$55,655	\$52,686	\$53,833
3	\$45,843	\$60,642 - \$61,778	\$57,907	\$58,562
4	\$47,861	\$62,990 - \$64,127	\$62,109	\$63,284
5	\$49,878	\$66,606 - \$67,743	\$63,898	\$66,860
6	\$51,896	\$66,606 - \$67,743	\$65,229	\$69,893
7	\$53,914	\$66,606 - \$67,743	\$66,685	\$69,893
8	\$55,931	\$66,606 - \$67,743	\$66,685	\$69,893
9	\$57,949	\$66,606 - \$67,743	\$66,685	\$69,893
10	\$59,966	\$66,606 - \$67,743	\$66,685	\$69,893

**Variance from Milwaukee County Deputy Sheriff Annualized Base Wages**

		City of Milwaukee Police Officer	Wauwatosa Police Officer	West Allis Patrol Officer
Minimum		19.1% - 21.8%	13.5%	11.2%
Mid-Range		19.2% - 21.4%	22.1%	19.7%
Maximum		11.1% - 13.0%	11.2%	16.6%
1 Year		19.1% - 21.8%	13.5%	11.2%
5 Years		33.5% - 35.8%	28.1%	34.0%
10 Years		11.1% - 13.0%	11.2%	16.6%

Note: *West Allis figures include 11 holidays worked annually and paid at the rate of one and one-half times hourly base wage rate.*

Sources: Applicable collective bargaining agreements from the respective government entities. Wage rates used are those in effect at the end of calendar year 2012.



Combining the major fringe benefit costs of health care (net of employee premium contributions), pensions (normal cost, net of employee contributions) and Social Security/Medicare taxes add considerably to the total cost of a law enforcement position. **Table 12** shows the total cost per position of these major fringe benefit costs for each of the entities compared. For reasons elaborated on pages 44-46, for purposes of this analysis, legacy costs of \$17,942 are not included in the Milwaukee County figures.

**Table 12**  
**2012 Cost of Major Active Fringe Benefit Items**  
**for County Deputy Sheriffs and Police Officers**  
**in Milwaukee County's Three Largest Municipalities**

Milwaukee County	City of Milwaukee	Wauwatosa	West Allis
Step Sheriff Dep 1	Police Officer	Police Officer	Patrol Officer
1 \$ 19,796.23	\$ 21,225.45 - \$21,370.31	\$ 25,821.93	\$ 29,130.76
2 \$ 20,035.51	\$ 21,828.81 - \$21,973.64	\$ 26,846.66	\$ 30,783.54
3 \$ 20,274.80	\$ 22,609.49 - \$22,754.36	\$ 27,867.32	\$ 31,849.90
4 \$ 20,514.09	\$ 22,908.97 - \$23,053.83	\$ 28,688.74	\$ 32,914.77
5 \$ 20,753.38	\$ 23,369.99 - \$23,514.88	\$ 29,038.45	\$ 33,721.16
6 \$ 20,992.66	\$ 23,369.99 - \$23,514.88	\$ 29,298.70	\$ 34,405.07
7 \$ 21,231.95	\$ 23,369.99 - \$23,514.88	\$ 29,583.35	\$ 34,405.07
8 \$ 21,471.24	\$ 23,369.99 - \$23,514.88	\$ 29,583.35	\$ 34,405.07
9 \$ 21,710.53	\$ 23,369.99 - \$23,514.88	\$ 29,583.35	\$ 34,405.07
10 \$ 21,949.81	\$ 23,369.99 - \$23,514.88	\$ 29,583.35	\$ 34,405.07

**Variance from Milwaukee County Deputy Sheriff 2012 Cost of Major Active Fringe Benefits**

	City of Milwaukee	Wauwatosa	West Allis
	Police Officer	Police Officer	Patrol Officer
Minimum	7.2% - 8.0%	30.4%	47.2%
Mid-Range	8.3% - 9.0%	37.4%	55.1%
Maximum	6.5% - 7.1%	34.8%	56.7%

1 Year	7.2% - 8.0%	30.4%	47.2%
5 Years	12.6% - 13.3%	39.9%	62.5%
10 Years	6.5% - 7.1%	34.8%	56.7%

*Note: Does not include Milwaukee County legacy costs of approximately \$17,942 per position. See discussion p. 44-46. Fringe benefit costs include health care costs net of employee contributions, pension costs net of employee contributions and federal payroll taxes.*

Sources: Applicable collective bargaining agreements, budget information and supplementary data from the respective government entities.

Paid time off varied by entity and by years of service. Paid time off categories included vacation, holiday, personal and 'floating' holiday time. Total annual time off provided by each law enforcement entity compared is shown in **Table 13**.

**Table 13**  
**2012 Annual Hours of Paid Time Off**  
**for County Deputy Sheriffs and Police Officers**  
**in Milwaukee County's Three Largest Municipalities**

<b>Years Completed</b>	<b>Milwaukee County Sheriff Dep 1</b>	<b>City of Milwaukee Police Officer</b>	<b>Wauwatosa Police Officer</b>	<b>West Allis Patrol Officer</b>
1	188	176	176	88
2	188	176	176	88
3	188	176	176	88
4	188	176	176	88
5	228	176	176	216
6	228	176	176	216
7	228	216	216	216
8	228	216	216	216
9	228	216	216	216
10	268	216	216	216
11	268	216	216	216
12	268	256	256	216
13	268	256	256	256
14	268	256	256	256
15	308	256	256	256
16	308	256	256	256
17	308	256	256	256
18	308	256	256	256
19	308	256	256	256
20	348	296	296	296
21	348	296	296	296
22	348	296	296	296
23	348	296	296	296
24	348	296	296	296
25+	348	296	296	296

**Variance from Milwaukee County Deputy Sheriff Annual Paid Time Off**

		City of Milwaukee		Wauwatosa	West Allis
		Police Officer		Police Officer	Patrol Officer
	Minimum	-6.4%	- -6.4%	-6.4%	-53.2%
	Mid-Range	-1.4%	- -1.4%	-10.8%	-26.6%
	Maximum	-14.9%	- -14.9%	-14.9%	-33.3%
1 Year		-6.4%	- -6.4%	-6.4%	-53.2%
5 Years		-22.8%	- -22.8%	-5.3%	-57.9%
10 Years		-19.4%	- -19.4%	-19.4%	-49.3%

*Notes: Excludes paid sick leave. West Allis Patrol Officers are paid time and one-half base wages to work 11 holidays annually. That compensation was included in the annualized base wage data in Table 11.*

Sources: Applicable collective bargaining agreements.

**Our comparison of major personnel cost components for positions in the Office of the Sheriff and three municipal police departments was not intended to be a comprehensive compensation study.**

Paid time off has the effect of increasing personnel costs because the total cost of compensation must be spread over a smaller number of hours for which service is actually provided. This is a particularly important variable to consider in law enforcement because many tasks require staffing on a 24-hour, 7-day-a-week basis. **Table 14** shows the effective hourly rates for the annual cost of compensation for Milwaukee County deputy sheriffs and for police officers for the Cities of Milwaukee, West Allis and Wauwatosa.





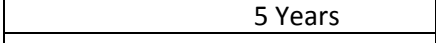
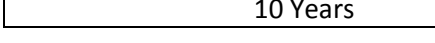
It should be noted that our comparison of major personnel cost components for positions in the Office of the Sheriff and three municipal police departments was not intended to be a comprehensive compensation study. Due to differences in the manner in which fringe benefit costs are budgeted and allocated by the four government entities compared, we selected only the largest components for review and the results should therefore not be considered all-inclusive.

However, great effort was made to identify comparable data and to apply judgments involved in gathering the data in a consistent and logical fashion. As a result, the effective hourly cost of compensation rates shown in **Table 14** demonstrate that the Milwaukee County Office of the Sheriff has a lower personnel cost structure than the three municipal police departments reviewed *for those personnel cost items most relevant in assessing proposals for performing Office of the Sheriff functions*. As shown in **Table 14**, effective hourly rates for the municipal police officers ranged from 6.6% to 30.7% higher than for County deputy sheriffs, depending on the length of service in the organization.

**Table 14**  
**2012 Effective Hourly Cost of Compensation Rates**  
**For County Deputy Sheriffs and Police Officers**  
**in Milwaukee County's Three Largest Municipalities**

<b>Years Completed</b>	<b>Milwaukee County Sheriff Dep 1</b>	<b>City of Milwaukee Police Officer</b>		<b>Wauwatosa Police Officer</b>	<b>West Allis Patrol Officer</b>
1	\$ 32.56	\$ 37.30	\$ 37.97	\$ 38.48	\$ 36.36
2	\$ 33.75	\$ 40.10	\$ 40.77	\$ 41.77	\$ 40.68
3	\$ 34.95	\$ 43.72	\$ 44.40	\$ 45.05	\$ 43.47
4	\$ 36.14	\$ 45.12	\$ 45.79	\$ 47.69	\$ 46.25
5	\$ 38.14	\$ 47.26	\$ 47.93	\$ 49.86	\$ 48.54
6	\$ 39.36	\$ 47.26	\$ 47.93	\$ 50.71	\$ 50.34
7	\$ 40.58	\$ 48.27	\$ 48.96	\$ 51.65	\$ 50.34
8	\$ 41.79	\$ 48.27	\$ 48.96	\$ 51.65	\$ 51.33
9	\$ 43.01	\$ 48.27	\$ 48.96	\$ 51.65	\$ 51.33
10	\$ 45.21	\$ 48.27	\$ 48.96	\$ 51.65	\$ 51.33
11	\$ 45.21	\$ 48.27	\$ 48.96	\$ 51.65	\$ 51.33
12	\$ 45.21	\$ 49.33	\$ 50.03	\$ 51.65	\$ 51.94
13	\$ 45.21	\$ 49.33	\$ 50.03	\$ 52.78	\$ 51.94
14	\$ 45.21	\$ 49.33	\$ 50.03	\$ 52.78	\$ 51.94
15	\$ 46.23	\$ 49.33	\$ 50.03	\$ 52.78	\$ 51.94
16	\$ 46.23	\$ 49.33	\$ 50.03	\$ 52.78	\$ 52.36
17	\$ 46.23	\$ 49.33	\$ 50.03	\$ 52.78	\$ 52.36
18	\$ 46.23	\$ 49.33	\$ 50.03	\$ 52.78	\$ 52.36
19	\$ 46.23	\$ 49.33	\$ 50.03	\$ 52.78	\$ 52.36
20	\$ 47.30	\$ 50.44	\$ 51.15	\$ 53.96	\$ 52.78
21	\$ 47.30	\$ 50.44	\$ 51.15	\$ 53.96	\$ 53.00
22	\$ 47.30	\$ 50.44	\$ 51.15	\$ 53.96	\$ 53.21
23	\$ 47.30	\$ 50.44	\$ 51.15	\$ 53.96	\$ 53.65
24	\$ 47.30	\$ 50.44	\$ 51.15	\$ 53.96	\$ 53.65
25+	\$ 47.30	\$ 50.44	\$ 51.15	\$ 53.96	\$ 53.87

**Variance from Milwaukee County Deputy Sheriff Effective Hourly Rate**

		<b>City of Milwaukee Police Officer</b>	<b>Wauwatosa Police Officer</b>	<b>West Allis Patrol Officer</b>
	Minimum	14.5% - 16.6%	18.2%	11.7%
	Mid-Range	16.5% - 18.1%	24.8%	29.2%
	Maximum	6.6% - 8.2%	14.1%	13.9%
<hr/>				
	1 Year	14.5% - 16.6%	18.2%	11.7%
	5 Years	23.9% - 25.7%	30.7%	27.3%
	10 Years	6.8% - 8.3%	14.2%	13.5%

Sources: Applicable collective bargaining agreements budget information and supplementary data from the respective government entities.

***There is considerable commonality in types of activities performed by the Office of the Sheriff and those of several municipal police departments within Milwaukee County.***

Our review of the types of activities performed by municipal police departments in Milwaukee County identified a number of areas of commonality that could indicate the potential for collaboration or consolidation for purposes of achieving increased overall efficiency. **Table 15** contains a list of activities performed by both the Office of the Sheriff and by ten or more of the 19 municipalities within Milwaukee County.

**Table 15**  
**Common Types of Activities Performed by**  
**the Office of the Sheriff and 10**  
**or More Municipal Police Departments**

<u>Milwaukee County Sheriff Activities</u>	<u>No. of Milwaukee County Municipalities Performing Activities</u>
Background Investigations	19
Central Records	19
Communications/Dispatch*	19
Community Policing	19
Community Relations/Public Information Office	19
Criminal Investigations	19
Information Technology/Data Analysis	19
Inmate Transportation	19
Park/Neighborhood Patrol	19
Civil Process Unit	14
Targeted Drug Enforcement	11
SWAT - Special Weapons and Tactics**	10
Canine (K9) Unit	10

\* Bayside Police Department provides communications services in collaboration with six other municipalities.

\*\* Five of the municipalities have collaborative arrangements among two or more municipalities and there is considerable reliance on cooperation with the County and City SWAT units among those that do not have dedicated units.

Sources: Municipal budgets, websites and staff interviews.

While numerous areas of commonality exist, and cooperation among law enforcement agencies within Milwaukee County for isolated cases or specific purposes is common, only a small number of formal collaborations exist. One formal collaboration

**It is noteworthy that each of these collaborative efforts consolidates services into a larger geographic area, rather than fragment services among smaller jurisdictions.**

is in the area of communications, where the Bayside Police Department provides dispatch services for seven other entities including the North Shore Fire Department. According to the Bayside Chief of Police, total savings to taxpayers of approximately \$4 million are anticipated over the next 10 years from this effort, including \$450,000 for Bayside taxpayers.

Other collaborations exist in the area of Special Weapons and Tactics (SWAT). For example, the Greendale and Franklin police departments collaborate in this area, and a separate collaboration exists between the police departments of Cudahy, St. Francis and South Milwaukee. It is noteworthy that each of these collaborative efforts consolidates services into a larger geographic area, rather than fragment services among smaller jurisdictions.

***Potential areas of commonality in the types of activities performed by the Office of the Sheriff and multiple municipal police departments in Milwaukee County, along with a lower relevant personnel cost structure, suggests that opportunities for consolidation be considered at the County level, rather than fragmented among the municipalities.***

Having properly set aside the County's fixed legacy costs, the Office of the Sheriff's relatively lower relevant personnel cost structure would suggest that in order to achieve taxpayer cost savings, a transfer of responsibilities to municipal police departments in Milwaukee County would require one of two conditions. Either demonstrable efficiencies would need to occur to achieve the same results with fewer service hours, or service hours would have to be reduced.

Further, the transfer of law enforcement responsibilities from the county to the municipal level is not a common occurrence nationwide. Rather, the concept of consolidating law enforcement efforts at the county level is consistent with efforts



undertaken elsewhere, according to our research. There are numerous examples of county sheriff's departments providing policing services to municipalities within their jurisdiction, such as those included in **Table 16**.

**Table 16**  
**Examples of County Sheriff's Departments**  
**Providing Policing Services to Municipalities**  
**Within Their Jurisdictions**

<u>State</u>	<u>County</u>	<u>County Population</u>	<u>No. of Municipalities Contracting Services</u>
Arizona	Maricopa	3,817,117	7
California	Orange	3,010,232	13
California	San Mateo	718,451	5
Florida	Pinellas	916,542	12
Florida	Volusia	494,593	4
Michigan	Oakland	1,202,362	16
Minnesota	Renville	15,730	2
North Carolina	Union	201,292	3
Oregon	Clackamas	375,992	4
Washington	Chelan	72,453	4
Wisconsin	Brown	248,007	4
Wisconsin	Dane	488,073	10
Wisconsin	Kenosha	166,426	2
Wisconsin	Waukesha	389,891	7

Source: Various Sheriff Department Annual Reports; internet research; U.S. Census Bureau data.

**We were unable to identify an example in which a municipal police department assumed responsibility for a function of a county sheriff.**

In fact, we were unable to identify an example in which a municipal police department assumed responsibility for a function of a county sheriff. The Director of Operations for the National Association of Sheriffs was unable to identify any such arrangements, noting that it is much more common for sheriffs to collaborate and share responsibilities with municipal police departments, while maintaining control of those relationships. Similar answers were provided by eight state sheriffs' associations in the East and Midwest that responded to inquiries.

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**Section 4: Improved working relationships among Milwaukee County public officials is critical to successfully identify and implement optimal service delivery options for Milwaukee County Office of the Sheriff functions.**

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***Consideration of any policy initiatives to downsize, eliminate or transfer services currently provided by the Milwaukee County Office of the Sheriff must include an acknowledgement of current realities that could limit or negatively affect their chances of successful implementation.***

These realities include the constitutional authority of the Milwaukee County Sheriff and a publicly displayed poor working relationship between the Sheriff and some other County officials. These realities can render some unilateral policy decisions by the County Board of Supervisors and the County Executive difficult to achieve, or in some cases, nullify them altogether.

**Constitutional Authority of the Sheriff**

This report has already detailed the wide latitude afforded county sheriffs in their deployment of resources legislatively provided for the performance of their duties (see discussion, p. 13-15). That latitude was demonstrated in 2012, when:

- The 2012 Adopted Budget for the Office of the Sheriff included funding for 35.3 FTE positions (including overtime) for the Park Patrol/Tactical Enforcement Unit, but actual deployment was approximately 13.3 FTE, a variance of -62%.
- The 2012 Adopted Budget included funding for 66.3 FTE for Airport Security, while actual deployment was approximately 48.2, a variance of -27%.
- The 2012 Adopted Budget included funding for 24.2 FTE for General Investigations, but actual deployment was approximately 35.8 FTE, a variance of 48%.

Thus, while the County Board can establish budget priorities for staffing through the adoption of annual budgets, it cannot prevent the Sheriff from re-prioritizing authorized staffing levels by virtue of his deployment practices. While all Executive Branch department heads have considerable discretion in assigning staffing priorities within their overall departmental budget allocations, the Sheriff's constitutional authority provides autonomy from either executive or legislative directives that would exceed the discretion of the other department heads.

### **Poor Working Relationships**

There have been several publicly displayed examples of a poor working relationship between the Milwaukee County Sheriff and other County officials. For instance:

**There have been several publicly displayed examples of a poor working relationship between the Milwaukee County Sheriff and other County officials.**

- At a public hearing on the 2012 County Executive's Recommended Budget, the Sheriff indicated he was presented inadequate advance notice of the County Executive's significant budget cuts and policy initiatives for the Office of the Sheriff, stating that an invitation to meet and discuss the proposals was extended by the County Executive in a timeframe too late to make any revisions, after the recommended budget had already been sent to the printing press. He elaborated that the recommended budget was put together without meaningful input from the Office of the Sheriff and without knowledge or regard for adverse consequences. The County Executive's staff countered that the Sheriff walked out of the meeting called by the County Executive before any serious discussion could take place.
- At its June 2012 meeting, the County Board's Committee on Judiciary, Safety and General Services discussed separate informational reports submitted by the Chief Judge of Milwaukee Circuit Court and the Office of the Sheriff regarding issues surrounding a significant reduction in the number of County Correctional Facility-South inmates approved by the Sheriff for home detention privileges under an Electronic Monitoring Surveillance (EMS) program. In his report, the Chief Judge alleged that there were negative financial consequences to the County as a result of an abrupt change in the Sheriff's criteria for approving inmates for the program, and further alleged that the Sheriff refused to meet to discuss the reasons or implications of the change.

In its informational report, the Office of the Sheriff disputed the allegation of adverse financial consequences to the Sheriff's actions and referenced two State of Wisconsin Appellate Court decision affirming that the Sheriff has the sole authority to determine if an inmate shall be placed on electronic monitoring. *[Issues raised in these discussions of the Electronic Monitoring Surveillance program are the subject of a separate Audit Services Division report to be released in the near future.]*

- The 2012 Adopted Budget included a provision for development of a transition plan to transfer inmate medical and mental health services from the Office of the Sheriff to the Department of Health and Human Services (DHSS). A transition planning work group, consisting of staff from DHHS, the Office of the Sheriff, the Department of Administrative Services and Corporation Counsel was directed to provide monthly reports beginning in March 2012 to two County Board committees, with the transfer scheduled for July 1, 2012. This transition never occurred. In late May, the Milwaukee County Sheriff filed a legal motion with the circuit court in the matter of the long-standing *Christianson Consent Decree*, related to inmate conditions at the CCF-C, to recognize his constitutional authority to unilaterally contract with a provider for inmate medical services. That motion was denied. Testimony at a June 2012 Health and Human Needs Committee included the Director of Health and Human Services asserting a lack of good-faith cooperation by the Office of the Sheriff in planning for the transfer.
- Sharply critical press releases were issued by Milwaukee County Board Supervisors and the Milwaukee County Sheriff, early in 2012. The press releases exchanged acrimonious statements about the Sheriff's level of deployment of deputies on a collaborative security detail for a presidential visit, and the County Board's 2012 Adopted Budget reductions for the Office of the Sheriff.
- In January 2012, the Milwaukee County Office of the Sheriff requested that the County Board direct the Office of Corporation Counsel to contract with a private attorney to represent the Office of the Sheriff in all legal matters. The Office of the Sheriff cited a judicial finding of a conflict in which the Office of Corporation Counsel represented the County against the Sheriff in a case initiated by the County Executive over the Sheriff's delays in implementing deputy sheriff layoffs included in the 2012 Adopted Budget. The court cited a conflict because the Office of Corporation Counsel represented the Sheriff in similar litigation or concerning similar legal issues.

According to the Corporation Counsel, there is disagreement with the Sheriff on the scope of the conflict. The Corporation Counsel indicated her Office is the appropriate party to represent the legal interests of Milwaukee County in cases involving the Office of the Sheriff, unless the Corporation Counsel or a court determines a conflict of interest exists in any given matter. The County Board denied the request to direct Corporation Counsel to contract with private counsel to represent the Office of the Sheriff in all matters.

Nevertheless, the Office of the Sheriff has retained private counsel for selected matters. In at least one of those matters, a court found that a conflict of interest exists requiring counsel for the Sheriff separately from the Office of Corporation Counsel. In some matters, the Office of the Sheriff confirmed with the Office of Corporation Counsel prior to retaining separate counsel that the Corporation Counsel would have a conflict of interest in representing the Sheriff and asserting the legal claims that the Sheriff wished to assert. In other matters, the Office of the Sheriff retained separate counsel without consultation with the Office of Corporation Counsel and without any prior determination of a conflict of interest by a court. In some of those matters, the Sheriff retained separate counsel in order to initiate litigation on his behalf, against the County or others, in contrast to cases where the Sheriff retained counsel to defend litigation filed against the Sheriff. In none of the individual matters has the Office of the Sheriff sought approval from the County Board for the professional services contracts for separate counsel.

- As previously noted, the Milwaukee County Sheriff has retained private legal counsel to file a legal challenge to the County Board's 2013 Adopted Budget policy initiative to transfer administration of the County Correctional Facility-South from the Office of the Sheriff to a Superintendent reporting directly to the County Executive. At its December 6, 2012 meeting, the Committee on Judiciary, Safety and General Services discussed a letter from the Fiscal and Budget Administrator. The letter requested policy clarification from the County Board regarding shared services and the cooperation necessary between the Office of the Sheriff and the Executive Branch in facilitating the administrative transfer of the CCF-S. It was noted during the discussion that representatives from the Office of the Sheriff had declined invitations to participate in meetings with a transition team assembled by the County Executive.

**Strained interactions during 2012 have demonstrated the importance of cooperation among County officials.**

Clearly, strained interactions during 2012 have demonstrated the importance of cooperation among County officials to effectively

implement policy initiatives involving services provided by the Office of the Sheriff. The need for an effective government to continuously analyze and adapt its organizational structure, operating procedures and service delivery models demands an improvement in the working relationships between these public officials.

**One option available to policy makers is to de-fund all Office of the Sheriff services that are not explicitly mandated by statute or by the State of Wisconsin Constitution.**

In the event a cooperative working relationship between the above public officials cannot be achieved, one option available to policy makers is to de-fund all Office of the Sheriff services that are not explicitly mandated by statute or by the State of Wisconsin Constitution, as clarified by the Wisconsin Supreme Court. We estimate this would result in a reduction of approximately \$4.5 million in total budget appropriations, including \$3.7 million in property tax levy, based on 2012 Adopted Budget funding (see **Table 3**, p. 17) and elimination of 132 FTE funded positions. Additional scrutiny could also be applied to the funding levels for mandated services and services we have classified as ancillary to mandated services.

Such a drastic measure would require municipal law enforcement agencies to absorb additional workload for police services on County properties within their jurisdictions, and would likely involve negotiation of some level of funding from the County. This option would also involve the loss of approximately \$7.4 million in Office of the Sheriff expenditure abatements currently charged to General Mitchell International Airport (GMIA) for security and law enforcement service. Unless a separate mitigating arrangement was made, this would increase County property tax levy by approximately \$1.1 million for associated legacy costs currently recouped from airline and passenger fees.

***Future analyses of optimal service delivery options for functions performed by the Milwaukee County Office of***

***the Sheriff should also include constructive collaborations with municipalities within Milwaukee County.***

Based on the information assembled in this report, if the executive and legislative branches of Milwaukee County can work in a cooperative manner with the Office of the Sheriff and the Intergovernmental Cooperation Council of Milwaukee County (composed of representatives of the 19 municipalities within Milwaukee County), there are several opportunities for exploration of potential efficiencies. These include the items of commonality identified in **Table 15** of this report (see p. 56). In particular:

- **Communications/Dispatch.** The substantial capital investment required and the current level of collaboration among municipalities in Milwaukee County makes this an attractive candidate for consolidation.
- **Background Investigations.** Disparate levels of demand among the municipalities for this relatively routine activity suggests consolidation could yield the benefits of economies of scale.
- **Law Enforcement Data Analytics.** The substantial capital investment required, the specialized nature of the skills involved and the potential benefits of strategizing responses to crime patterns across municipal lines indicates this function would be a good candidate for collaboration.
- **SWAT Units.** The specialized training and equipment necessary for an effective SWAT Unit, along with the current level of collaboration in Milwaukee County, suggests addition consolidation and/or collaboration could easily be achieved.
- **Canine Units.** With the Office of the Sheriff and 10 of the 19 municipalities currently maintaining individual canine units, there may be opportunities for consolidation of this specialized service.

As previously noted, comparatively low relevant personnel cost structures and experience both locally and nationally suggest consideration of proposals to consolidate these functions at the County level.



***Optimal service delivery options cannot be defined by cost factors alone. Service quality and local responsiveness are key factors that must be considered and addressed.***

**Service quality and local responsiveness must be carefully considered and addressed by policy makers in assessing any service delivery change proposal.**

This report shows that major relevant personnel cost factors, commonality of services and standard practice nationwide favors consolidation of some law enforcement activities at the county level rather than dispersion of current Office of the Sheriff functions to local municipalities throughout Milwaukee County. However, two key factors must be carefully considered and addressed by policy makers in assessing any service delivery change proposal. Those factors are service quality and local responsiveness.

These were key items of discussion in the County Board's deliberations on the County Executive's 2013 budget proposal to transfer County Park Patrol responsibilities from the Office of the Sheriff to the City of Milwaukee and, to a much lesser degree, other municipalities (see discussion, p. 42). While the proposal included provisions for access to and reports on performance measures, concerns were raised about the Milwaukee Police Department's intent to staff major portions of the activity through overtime, rather than additional dedicated police officers. Concerns were also raised about the level of responsiveness to County officials' concerns once the direct link of government oversight authority was relinquished.

Similar concerns would undoubtedly be raised from any policy maker presented with a proposal to improve efficiency through consolidation or collaboration with other entities. Proposals should include, to the extent possible:

- Minimum guaranteed staffing levels and/or performance measures with quantifiable and demonstrable cost savings resulting from economies and/or efficiencies. This is needed to guard against savings resulting from reduced service levels.

- Periodic reporting of performance measures and an ability to rectify poor performance or terminate the agreement on reasonably short notice.
- A qualified individual to act as a 'contract administrator' to monitor and evaluate performance under the proposed agreement. This aspect of accountability has proven critical in past audits of Milwaukee County's experience with contracting for services.

## Audit Scope

The objectives of this audit were to identify the mandated services provided by the Office of the Sheriff, focusing on efficiency and service levels, and to examine issues relevant to evaluating proposals regarding the optimal delivery of discretionary services provided by the Office of the Sheriff.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

We limited our review to the areas specified in this Scope Section. During the course of the audit, we:

- Reviewed annual budget appropriations, funded positions and actual expenditures for the Office of the Sheriff for the years 2002 through 2012, as well as the 2013 Adopted Budget for the office.
- Researched the Wisconsin State Constitutional and statutory authority of Wisconsin sheriffs.
- Researched the legal authority and basis for all activities performed by the Office of the Sheriff in 2012.
- Applied judgment in identifying Office of the Sheriff activities performed in 2012 as 'mandatory,' 'discretionary,' or 'ancillary to mandated.'
- Compared major activities performed by the Milwaukee County Office of the Sheriff in 2012 to those performed by sheriffs' departments in the next five most populous counties in Wisconsin.
- Compared organizational structure and management to staff ratios of the Office of the Sheriff in 2012 vs. 2002.
- Calculated efficiency/service level and reliance on overtime trends of two functional areas comprising more than half of total workload for the Office of the Sheriff during the period 2008 through 2012.
- Reviewed statistical data tracked by the Milwaukee County Office of the Sheriff and compared it to statistical data published annually by four of the five sheriffs' departments in the next most populous Wisconsin counties.

- Compared the types of activities performed by the Office of the Sheriff in 2012 with those of the 19 municipal police departments in Milwaukee County.
- Compared relevant personnel cost structures of the Office of the Sheriff to the police departments in the three largest municipalities in Milwaukee County. The population of the three municipalities combined total approximately 75% of the Milwaukee County population.
- Researched the nature of law enforcement collaborations across the United States.
- Provided examples of the publicly displayed working relationships between the Milwaukee County Sheriff and other County officials.

**Description of 2012 Services**  
**Milwaukee County Office of Sheriff**

Low Org.	Description MANDATED	Reference
4010	<b>Emergency Management Bureau</b> provides direction and guidance to all County and municipal agencies, as well as the private sector, in the development of individual emergency plans, in support of unified, County-wide emergency preparedness.	Wis. Stats. §323.14 (1)(a)2 and MCGO s. 99.02(1)
4021	<b>Expressway Patrol</b> provides immediate 24-hour response to emergency situations involving protection, safety and law enforcement throughout Milwaukee County.	Wis. Stats. §59.84(10)(b)
4026	<b>Dive Unit</b> rescue human beings and recover human bodies in Milwaukee County waters.	Wis. Stats. §59.27(11)
4031	<b>Court Dispositions</b> provides data entry and other administrative support services necessary to track and record the disposition of court orders related to the inmate population. Part of the Sheriff's State Constitutional Authority.	Wis. Stats. §59.27(3)
4032	<b>Warrants</b> are orders of arrest issued by judges and served by deputies. Part of the Sheriff's State Constitutional Authority.	Wis. Stats. §968.04(1) and Wis. Stats. §59.27(4)
4034	<b>Booking &amp; Release</b> is the administrative process of inmate intake and release. Part of the Sheriff's State Constitutional Authority.	Wis. Stats. §59.27(1)
4036	<b>Inmate Transportation</b> provides safe and secure transport of inmates primarily between CCF-S and the courthouse, which is contracted out to G4S. Part of the Sheriff's State Constitutional Authority.	Wis. Stats. §59.27(1)
4038	<b>County Correctional Facility Central (CCF-C)</b> is a secure detention facility for holding accused felons and misdemeanants until they are released on a pretrial basis or are adjudicated, and a small number of sentenced offenders awaiting transfers or hearings on new charges. Part of the Sheriff's State Constitutional Authority.	Wis. Stats. §59.27(1)
4039	<b>Inmate Medical Services</b> are available to the inmates at the CCF-C and CCF-S. Part of the Sheriff's State Constitutional Authority.	Wis. Stats. §302.38(1)
4041	<b>Psychiatric Services</b> are available to the inmates at the CCF-C and CCF-S. Part of the Sheriff's State Constitutional Authority.	Wis. Stats. §302.38(1)
4058	<b>Bomb Disposal Unit</b> safeguards life and property by successfully identifying and rendering safe any Improvised Explosive Device (IED) or incendiary device located in Milwaukee County, and the Explosive Ordinance Disposal Technicians assist local, state, or federal law enforcement agencies in these specialized areas.	Wis. Stats. §59.27(10)
4064	<b>SWAT/GRIP Unit</b> responds to calls for services from Milwaukee County Sheriffs and from regional Police Departments to increase the margin of safety in critical incidents.	Wis. Stats. §59.27(11)
4077	<b>Training Academy</b> provides recruit training, firearms training and in-service training for Sheriff's personnel and outside agencies.	Wis. Stats. §165.85(1)
4081	<b>Court Services</b> provides bailiff services in the various branches of the circuit courts in the Courthouse, Safety Building, Criminal Justice Facility and Children's Court Center to maintain safe and secure courtrooms. Part of the Sheriff's State Constitutional Authority.	Wis. Stats. §59.27(3)
4082	<b>Central Records</b> performs processing and data entry of civil process papers, traffic and parking citations, accident reports, and incident and offense reports including inquiries and requests for reports.	Wis. Stats. §59.27(2)
4084	<b>Court Liaison</b> core function is to ensure that the criminal cases of in-custody inmates get processed, and results of charging conferences between law enforcement and the District Attorney's office are quickly and accurately reported correctly to the CCF-C Records Office. Part of the Sheriff's State Constitutional Authority.	Wis. Stats. §59.27(3)
4086	<b>Civil Process Service</b> is responsible for the timely serving of state-mandated civil writs such as subpoenas, temporary restraining orders, injunctions, summons, complaints, commitments to mental health, body attachments, Writs of restitution/assistance, executions and evictions, etc. Some civil process papers will be served utilizing	Wis. Stats. §59.27(4)



	State Process Service where appropriate. Part of the Sheriff's State Constitutional Authority	
4332	<b>Inmate Food Service</b> administered by Aramark, prepares meals for the inmates at the CCF-S, CCF-C, and for special events held on County property. Part of the Sheriff's State Constitutional Authority.	Wis. Stats. §302.37(1)
4353	<b>Graphics Shop</b> is a service offered in the Inmate Industries Division that provides basic training in vocational jobs and meaningful work experience in business and industrial operations to inmates.	Wis. Stats. §303.19(1)
4354	<b>Laundry</b> is responsible for the personal cleanliness of prisoners by ensuring that clothing is properly laundered. Part of the Sheriff's State Constitutional Authority.	Wis. Stats. §302.37(1)
4372	<b>CCF-S Dormitories</b> receives and maintains custody of sentenced prisoners in Milwaukee County committed by authorized courts for periods not to exceed one year and maintain custody of pretrial prisoners from CCF-C, and prisoners from other jurisdictions are accepted as authorized by County ordinance.	Wis. Stats. §303.17(1)
	<b>ANCILLARY TO MANDATED</b>	
4002	<b>Administration</b> performs management and support functions for the Sheriff including leadership, personnel management, fiscal operations, community relations, public information, and internal affairs, etc.	
4029	<b>Communications</b> Center handles cellular 9-1-1 phone calls in suburban municipalities and provides dispatch services for Sheriff's deputies.	
4052	<b>General Investigations</b> is responsible for investigating a variety of criminal activity such as violent crimes, warrant sweeps, weapon offenses, sexual assaults, battery, drug arrests, sexual predators, sudden death, stolen vehicles, witness intimidation, and graffiti / tagging.	
4066	<b>HIDTA Drug Unit</b> is the High Intensity Drug Trafficking Areas (HIDTA) multi-jurisdictional program designed to target significant Drug Trafficking Organizations in Southeastern Wisconsin; and the Milwaukee County Sheriff's Office has supported this endeavor by assigning personnel to the various initiatives since 1998.	
4311	<b>CCF-S Administration</b> performs management and support function for CCF-S.	
4312	<b>Business Office</b> performs on-site fiscal operations at CCF-S.	
4313	<b>CCF-S Canteen</b> is part of the Aramark contractual responsibility to supply sundry and commissary items to inmates.	
4314	<b>Warehouse</b> is the storage and support of CCF-S operation.	
4315	<b>Maintenance</b> utilizes Time and Material Contracts for facility work performed at CCF-S.	
4316	<b>Power Plant</b> is the maintenance and operation of power source at CCF-S.	
4351	<b>Industries Administration</b> employs approximately 200 inmates and consists of a graphics print shop, laundry, recycling center, kitchen and maintenance program, to provide basic training in vocational jobs and meaningful work experience in business and industrial operations.	
4374	<b>CCF-S Visiting</b> is an office where visitors can register and/or schedule visits with inmates.	
	<b>DISCRETIONARY</b>	
4013	<b>Sheriff Forfeiture</b> funds are generated primarily by the amount of cash and assets seized by the Sheriff's Drug unit, which permits the Sheriff to make expenditures for items such as employee wearing apparel, travel and equipment for the Detective Bureau.	
4016	<b>Airport Security</b> at the General Mitchell International Airport (GMIA) has been the primary responsibility of the MCSO since 1973 and includes safety and security of the airport complex, and patrols of city streets surrounding the airport.	
4017	<b>County Grounds Security</b> provides a safe and secure environment in the Milwaukee County Park System, County Zoo and on the County Grounds.	
4018	<b>Canine Unit</b> has Explosives Detection K-9 teams that are used to deter and detect the introduction of explosive devices into the transportation system at the General Mitchell International Airport, and they provide Mutual Aid to local, state and federal agencies throughout Wisconsin.	
4019	<b>Park Patrol / TEU</b> provides a safe and secure environment patrolling county parks.	
4027	<b>Transit Security</b> focus on crime related incidents on buses, respond to emergency calls for assistance especially cases of imminent danger, and deploy deputies to ride problem bus routes.	

4030	<b>Community Relations</b> consists of community contact and outreach to children and adults, open and honest relationships with media, attendance at various community events including school events to speak about personal safety, drug education, and safe driving techniques, etc.	
4037	<b>Information Technology Unit</b> provides oversight of the many information technology systems operated by the Sheriff's Office including maintaining computer systems, run ad hoc reports and perform special projects.	
4371	<b>CCF-S Canine Unit</b> consists of one canine unit for inmate control purposes.	
4377	<b>Discipline, Order, Training, Structure (DOTS)</b> is an Inmate Boot Camp Program phased out in 2012.	

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**Judicial Decisions Clarifying the Constitution  
Authority of Wisconsin County Sheriffs**

Wisconsin Professional Police Ass'n (WPPA) v. Dane County, 106 Wis.2d 303 (1982)  
316 N.W.2d 656, 114 L.R.R.M. (BNA) 2153

KeyCite Yellow Flag - Negative Treatment  
Declined to Follow by BECK V. COUNTY OF SANTA  
CLARA, Cal.App. 6 Dist., September 16, 1988

106 Wis.2d 303  
Supreme Court of Wisconsin.

WISCONSIN PROFESSIONAL POLICE  
ASSOCIATION (WPPA) as successor to  
Teamsters Union Local 695,  
Petitioner-Respondent,

v.

COUNTY OF DANE, Respondent,  
William H. Ferris, Appellant.

No. 81-023. | Argued Nov. 3, 1981. | Decided  
March 2, 1982.

Union instigated contempt of court proceedings and moved for order that sheriff be held in contempt for failure to comply with order confirming arbitration award directing that court officer work be returned to member of nonsupervisory bargaining unit. The Circuit Court, Dane County, P. Charles Jones, J., ordered sheriff to comply with order or be held in contempt, and sheriff appealed. Parties petition for leave to bypass the Court of Appeals was granted. The Supreme Court, Day, J., held that: (1) sheriff's powers under State Constitution may not be limited by collective bargaining agreement entered into by county and labor union representing deputy sheriff, and (2) it could not be determined whether duty performed by "court officer" fell within sheriff's powers in relation to the court.

Reversed and remanded.

Abrahamson, J., dissented and filed opinion.

West Headnotes (4)

[1] **Contempt**  
Validity of Mandate, Order, or  
Judgment

93Contempt  
931Acts or Conduct Constituting Contempt of

Court  
93k19Disobedience to Mandate, Order, or  
Judgment  
93k21Validity of Mandate, Order, or  
Judgment

Sheriff was not barred from challenging  
order whose violation would subject him  
to contempt citation. W.S.A.  
785.01(1)(b).

7 Cases that cite this headnote

[2] **Sheriffs and Constables**  
Nature and Extent of Authority in  
General

353Sheriffs and Constables  
353111Powers, Duties, and Liabilities  
353k77Nature and Extent of Authority in  
General

Legislature may not, through statute  
authorizing collective bargaining by  
county board and union, deprive sheriff  
of his authority, under State Constitution,  
to select who among his deputies shall act  
in his stead in attendance on court.  
W.S.A. Const. Art. 6, § 4.

23 Cases that cite this headnote

[3] **Labor and Employment**  
Determination  
Labor and Employment  
Remand

23111Labor and Employment  
231HX11Labor Relations  
231HX11(H)Alternative Dispute Resolution  
231HX11(H)5Judicial Review and  
Enforcement  
231Hk1627Determination  
231Hk1628In General  
(Formerly 232Ak486 Labor Relations)  
23111Labor and Employment  
231HX11Labor Relations  
231HX11(H)Alternative Dispute Resolution  
231HX11(H)5Judicial Review and  
Enforcement

316 N.W.2d 656, 114 L.R.R.M. (BNA) 2153

2311Hk1627Determination  
2311Hk1629Remand  
(Formerly 232Ak486 Labor Relations)

Record was insufficient to determine whether duties performed by "court officer" fell within sheriff's common-law powers in relation to courts so that sheriff could not be restricted by collective bargaining agreement as to whom he appointed to perform functions of "court officer," and therefore, order that sheriff comply with arbitrator's award enforcing collective bargaining agreement would be reversed and case remanded for determination of duties of "court officer" and whether those duties fell within constitutional powers of sheriff. W.S.A. 59.23(3), 111.70-111.77, 111.70(1)(a, d), (3); W.S.A. Const. Art. 6, § 4.

25 Cases that cite this headnote

[4] Labor and Employment  
Construction

2311H Labor and Employment  
2311HX Labor Relations  
2311XII(E) Labor Contracts  
2311Hk1268 Construction  
2311Hk1269 In General  
(Formerly 232Ak257.1, 232Ak257 Labor Relations)

While agreement achieved as result of bargaining under Municipal Employment Relations Act may not violate the law, contract and related statutes should be harmonized whenever possible. W.S.A. 111.70-111.77.

1 Cases that cite this headnote

Attorneys and Law Firms

**\*\*656** **\*304** Robert M. Hesslink, Jr., Madison, argued, for appellant; Anthony R. Varda and DeWitt, Sundby, Huggett & Schumacher, S. C., Madison, on brief.

**\*305** Richard V. Graylow, Madison, argued, for petitioner-respondent; Lawton & Cates, Madison, on brief.

Opinion

DAY, Justice.

This case is before us by grant of a joint petition to bypass the Court of Appeals made on behalf of appellant William H. Ferris and petitioner-respondent Wisconsin Professional Police Association, from an order of the Circuit Court for Dane County, Hon. P. CHARLES JONES, Circuit Judge.

The issue is whether the sheriff is limited in his selection of a "court officer" by a collective bargaining agreement entered into between a union representing the nonsupervisory deputies on the sheriff's staff and Dane county operating through the county board.

**\*\*657** We conclude that under the Wisconsin Constitution the sheriff has the power and prerogatives which that office had under the common law, among which were a very special relationship with the courts. These powers may not be limited by a collective bargaining agreement entered into by the county and a labor union representing deputy sheriffs. However, we cannot determine from the record before this court whether the duties performed by the "court officer" fall within the sheriff's common law powers in relation to the courts. We therefore reverse the order of the trial court which ordered the sheriff to comply with an arbitrator's award enforcing the collective bargaining agreement and remand the case to the trial court for a determination of the duties of the "court officer" and whether those duties fall within the constitutional powers of the sheriff.

The history of this litigation is as follows: On December 19, 1976, Dane county and Teamsters Union Local 695,1 representing the nonsupervisory deputy sheriffs **\*306** of Dane county, entered into a collective bargaining agreement. The agreement provided that "bargaining unit work" could be assigned only to members of the union. On January 15, 1979, Dane County Sheriff William H. Ferris (hereinafter "sheriff") appointed a deputy sheriff who was a member of the supervisory, rather than



the nonsupervisory bargaining unit as court officer. These duties had previously been performed by a member of the nonsupervisory bargaining unit. The union filed a grievance, and arbitration proceedings were conducted between the union and Dane county. On December 19, 1979, the arbitrator issued an award directing that the court officer work be returned to a member of the nonsupervisory bargaining unit. This award was confirmed by Dane County Circuit Judge P. Charles Jones in an order dated March 19, 1980.

The sheriff did not participate in any of the aforementioned proceedings and refused to accept service of the above order, stating the following reasons:

- "(1) The order is not addressed to me in my capacity or name as sheriff of Dane County;  
 "(2) I am not signatory to any union contract;  
 "(3) The County cannot direct me in the management of the office."

The union instigated contempt of court proceedings, and moved for an order that the sheriff be held in contempt of court for failure to comply with the March 19, 1980, order confirming the arbitration award.

The motion was heard by Judge Jones on April 22, 1980. The sheriff appeared at this hearing. On December 1, 1980, Judge Jones ordered the sheriff to comply with the March 19, 1980, order or be held in contempt \*307 of court. The sheriff appealed to the Court of Appeals. Both parties petitioned this court for leave to bypass the Court of Appeals, which was granted.

[1] We note at the outset that the sheriff has not been held in contempt of court, but that the December 1980, order which is the basis for this appeal states that he will be held in contempt of court pursuant to section 785.01(1)(b), Stats.1979-80,2 if he does not comply with the March 19, 1980, order. Accordingly he is not barred from \*\*658 challenging the order whose violation would subject him to a contempt citation.3

The law governing review of arbitration awards was summarized in *Milwaukee Bd. Sch. Dir. v. Milwaukee Teacher's Ed. Assn.*, 93 Wis.2d 415, 422, 287 N.W.2d 131 (1980) as follows:

"This court has held that an arbitrator's award is

presumptively valid, and it will be disturbed only where invalidity is shown by clear and convincing evidence. *Stradinger v. City of Whitewater*, 89 Wis.2d 19, 37, 277 N.W.2d 827 (1979); *Sherrer Constr. Co. v. Burlington Mem. Hosp.*, 64 Wis.2d 720, 735, 221 N.W.2d 855 (1974). This court has also stated that it has a "hands \*308 off" attitude toward arbitrator's decisions. *Glendale Prof. Policemen's Asso. v. Glendale*, 83 Wis.2d 90, 98, 264 N.W.2d 594 (1978); *Jt. School Dist. No. 10 v. Jefferson Ed. Asso.*, 78 Wis.2d 94, 117, 253 N.W.2d 536 (1977); *WERC v. Teamsters Local No. 563*, 75 Wis.2d 602, 611, 250 N.W.2d 696 (1977). This court has said that:

"Judicial review of arbitration awards is very limited. The strong policy favoring arbitration as a method for settling disputes under collective bargaining agreements requires a reluctance on the part of the courts to interfere with an arbitrator's award upon issues properly submitted....

"Thus, the function of the court upon review of an arbitration award is a supervisory one, the goal being merely to ensure that the parties receive the arbitration that they bargained for...." *Milw. Pro. Firefighters Local 215 v. Milwaukee*, 78 Wis.2d 1, 21, 22, 253 N.W.2d 481 (1977).

"The decision of an arbitrator will not be interfered with for mere errors of judgment as to law or fact, but the court will overturn an arbitrator's award if there is perverse misconstruction or positive misconduct plainly established, or if there is a manifest disregard of the law, or if the award itself is illegal or violates strong public policy."

In *Glendale Prof. Policeman's Assn.*, 83 Wis.2d at 98, 264 N.W.2d 594, this court declared that, although it has adopted a "hands-off" attitude toward arbitration awards, it would vacate an award where the arbitrator has exceeded his authority, stating:

"An arbitrator exceeds his authority in enforcing an illegal contract. ... Because a contract provision that violates the law is void, a dispute arising out of a violation of that provision is not arbitrable."

The sheriff argues that the arbitrator's award is illegal and void because it orders him to comply with a provision of a collective bargaining contract entered into between the union and Dane county that infringes upon his powers as sheriff.

\*309 The office of sheriff is one of the most ancient and important in Anglo-American Jurisprudence. Its origins pre-date the Magna Carta. Walter H. Anderson, in *A Treatise On The Law of Sheriffs, Coroners And Constables*, describes the sheriff's common law authority as follows:

"In the exercise of executive and administrative functions, in conserving the public peace, in vindicating the law, and in preserving the rights of the government, he (the sheriff) represents the sovereignty of the State and he has no superior in his county." (Emphasis added.)<sup>4</sup>

This comports with the role of the office as described by Blackstone:

"As the keeper of the king's peace, both by Common law and special commission, he is the first man in the county, and \*\*659 superior in rank to any nobleman, therein, during his office."<sup>5</sup>

The position of sheriff is provided for in the Wisconsin Constitution, Article VI, section 4, which provides, in part:

"Sheriffs ... shall be chosen by the electors of the respective counties once in every two years.... Sheriffs shall hold no other office; they may be required by law to renew their security from time to time, and in default of giving such new security their office shall be deemed vacant, but the county shall never be made responsible for the acts of the sheriff. The governor may remove any [sheriff] ... giving to [him] ... a copy of the charges against him and an opportunity of being heard in his defense. All vacancies shall be filled by appointment and the person appointed to fill a vacancy shall hold only for the unexpired

portion of the term to which he shall be appointed and until his successor shall be elected and qualified."

\*310 While the sheriff's powers are not delineated in the Constitution, this court early set forth its interpretation of the scope of the sheriff's constitutional powers in *State ex rel. Kennedy v. Brunst*, 26 Wis. 412 (1870), in which the court declared unconstitutional a statute transferring "exclusive charge and custody" of the Milwaukee county jail from the sheriff to the inspector of the house of correction. The court discussed the constitutional powers of the sheriff as follows:

"The office of sheriff, in a certain sense, is a constitutional office; that is, the constitution provides that sheriffs shall be chosen by the electors of the respective counties, once in every two years and as often as vacancies shall happen. Sec. 4, art. 6. Now, it is quite true that the constitution nowhere defines what powers, rights and duties shall attach or belong to the office of sheriff. But there can be no doubt that the framers of the constitution had reference to the office with those generally recognized legal duties and functions belonging to it in this country, and in the territory, when the constitution was adopted. Among those duties, one of the most characteristic and well acknowledged was the custody of the common jail and of the prisoners therein. This is apparent from the statutes and authorities cited by the counsel for the respondent. And it seems to us unreasonable to hold, under a constitution which carefully provides for the election of sheriffs, fixes the term of the office, etc., that the legislature may detach from the office its duties and functions, and transfer those duties to another officer. In this case it is said that the legislature has attempted to take the largest share of the duties of sheriff, in point of responsibility and emolument, and to commit it to an officer selected by the county board of supervisors. If the legislature can do this, why may it not deprive the sheriff of *all* the duties and powers appertaining to his office, and transfer them to some officer not chosen by the electors? It would certainly be a very idle provision of the constitution, to secure to the electors the right to choose their sheriffs, and at the same time leave to the legislature the power to detach from the office of sheriff all the \*311 duties and functions by law belonging to that office when

Next



the constitution was adopted, and commit those duties to some officer not elected by the people. For this would be to secure to the electors the right to choose a sheriff in name merely, while all the duties and substance of the office might be exercised by and belong to an officer appointed by some other authority. We therefore conclude that it was not competent for the legislature to take from the constitutional office of sheriff a part of the office itself, and transfer it to an officer appointed in a different manner, and holding the office by a different tenure from that which was provided for in the constitution." *State ex rel. Kennedy*, 26 Wis. at 414-15.

**\*\*660** The scope of the sheriff's constitutional powers were further defined in *State ex rel. Milwaukee County v. Buech*, 171 Wis. 474, 177 N.W. 781 (1920), wherein this court held that a statute providing for civil service appointment of sheriff's deputies was not an unconstitutional infringement of the sheriff's authority. The decision declared:

"It is contended by appellant that the so-called civil service law is unconstitutional in so far as it applies to the office of sheriff of any county. It is said that at common law the sheriff had power to appoint deputies and it is not competent for the legislature to detract materially from the powers, duties, and liabilities of the sheriff, and reference is made to the case of *State ex rel. Kennedy v. Brunst*, 26 Wis. 412.... We think [Brunst] should be confined to those immemorial principal and important duties that characterized and distinguished the office. While at common law the sheriff possessed the power to appoint deputies, it was not a power or authority that gave character and distinction to the office. Many other officers as well as sheriffs possessed the power. It was more in the nature of a general power possessed by all officers to a more or less extent and was not peculiar to the office or sheriff. It should not be held, in our judgment, that the constitution prohibits any legislative change in the powers, duties, functions, and liabilities of a sheriff as they existed at common law. If that were true, a constitutional amendment **\*312** would be necessary in order to change the duties of sheriffs in the slightest degree and, in this respect, 'the state would be stretched on a bed of Procrustes.' " *Buech*, *supra*, 171 Wis. at 481-482, 177 N.W. 781.

The trial court in the case before us concluded that

the assignment of deputies to particular jobs is not " 'peculiar to' nor gives 'character and distinction to' the office of sheriff." Therefore the constitution did not preclude Dane county from bargaining this matter with the union representing the deputy sheriffs. However, the trial court over-generalized the issue. The real question is whether the duties performed by the "court officer" are among the principal and important duties which characterized the office of sheriff so that the sheriff may not be restricted as to whom he appoints to perform the functions. It is the nature of the job assigned rather than the general power of job assignment which must be analyzed in light of the sheriff's constitutional powers.

Blackstone points out that the duties of the sheriff in relation to the courts include:

"Bailiffs, or sheriff's officers, ... attend the judges and justices at the assises, and quarter sessions..."<sup>6</sup>

Anderson says:

"It is one of the many duties of the sheriff to attend sessions of particular courts. It is sufficient for the sheriff to fulfill the duty ... by a qualified deputy ... when the sheriff attends the court he attends as an officer of the court...."

"It is the duty of the sheriff to be present himself, or through a deputy and provide sufficient deputies to carry out the Court's orders."

"It is likewise the duty of the sheriff not only to see peace and quiet are maintained in the court but also to see that his deputies, constables, and other officers in the **\*313** court perform the duties assigned to them. The sheriff is the immediate officer of the court and should see that all of its orders in its behalf are properly carried out and obeyed...."<sup>7</sup>

"[The sheriff] ... appoints court officers although subject to the approval of the court. The court cannot interfere with the sheriff's discretion in appointing bailiffs or reduce the number provided by statute, but the sheriff is liable for contempt in appointing persons offensive to the court's order and decorum under pretense of exercising his statutory discretion and the court may enforce the exclusion **\*\*661** of such appointees from its presence."<sup>8</sup>

[2] "Attendance on the Court" is in the same category of powers inherent in the sheriff as is



running the jail. Just as this court held in *State ex rel. Kennedy v. Brunst*, 26 Wis. at 415, that the legislature cannot deprive the sheriff of control of the jail, neither can the legislature through a statute authorizing collective bargaining by the county board and a union deprive the sheriff of his authority to select who among his deputies shall act in his stead in attendance on the court.

Counsel for the union in oral argument before this court stated that under the collective bargaining agreement, the sheriff himself could not "attend" the court unless a member of the union accompanied him. This interpretation would substantially limit the sheriff's ability to perform his official duties as he sees fit, forcing him to either forgo personally performing one of his functions or be accused of "featherbedding" by taking along an unneeded deputy. Such a restriction is inconsistent with the traditional nature of this office, as stated by this court in *Andreski v. Industrial Comm.*, 261 Wis. 234, 240, 52 N.W.2d 135 (1952):

\*314 "Within the field of his responsibility for the maintenance of law and order the sheriff today retains his ancient character and is accountable only to the sovereign, the voters of his county, though he may be removed by the governor for cause. No other county official supervises his work or can require a report or an accounting from him concerning his performance of his duty. He chooses his own ways and means of performing it. He divides his time according to his own judgment of what is necessary and desirable but is always subject to call and is eternally charged with maintaining the peace of the county and the apprehension of those who break it. In the performance of this duty he is detective and patrolman, as well as executive and administrator, and he is emphatically one of those who may serve though they only stand and wait. We recite these qualities and characteristics of the office not because they are novel but because they are so old

that they are easily forgotten or unappreciated."

[3] From a review of the above authorities, we conclude that attending on the courts is one of the duties preserved for the sheriff by the Wisconsin Constitution. We are unable, however, to determine whether the "court officer" position at issue here falls within the above-mentioned powers of the sheriff.

The record in this case is meager as to the function of the court officer. The collective bargaining agreement is not part of the record. Whether or not the duties of the "court officer" are described therein or from what deputies the sheriff is supposed to choose is not shown. There is no transcript of the hearing before the arbitrator and so anything said there about the functions of the court officer is not available to us. The arbitrator's decision, which is part of the record, describes the duties of the "court officer" as follows:

"Prior to January, 1979, one of the positions in the Sheriff's Department was that of court officer. Classified as deputy sheriff II, the court officer monitored the arrest reports of other deputies, made certain that work \*315 of the Sheriff's Department was completed in cases where probable cause for prosecution appeared, and assisted in extradition proceedings and other matters within the jurisdiction of the office of the district attorney."

Neither party argued that the above is a complete description of the court officer's duties. Counsel for the sheriff argued in its brief that "[t]he delegated authority at issue here is that of attending on court," citing section 59.23(3), Stats.1979-80.9

"59.23 Sheriff, duties... (3) Attend upon the circuit court held in the sheriff's county during its session, and at the request of the court file with the clerk \*\*662 thereof a list of deputies for attendance on the court...."

During oral argument before this court, and in response to questions from the bench, counsel for the union also treated the court officer position as involving "attendance" on the court. If the court officer performs the functions set



forth in section 59.23(3) or is required to represent the sheriff in court, such matters are reserved to the sheriff by the Wisconsin Constitution and therefore the county may not limit the sheriff's discretion by a provision in a collective bargaining agreement. What the facts are with respect to the court officer's duties are to be resolved by the trial court.

If the functions of the court officer are not reserved to the sheriff by the Constitution, then the sheriff may be bound by the collective bargaining agreement entered into between the county and the union by virtue of the Municipal Employment Relations Act (MERA), sections 111.70-77, Stats. 1979-80.10

\*316 MERA imposed upon Dane county an obligation to collectively bargain with its public employees unions. The county board has the power to bargain on behalf of the county by virtue of sections 59.07 (intro.) and (5), Stats. 1979-80:

"59.07 General powers of board. The board of each county may exercise the following powers, which shall be broadly and liberally construed and limited only by express language....

"(5) GENERAL AUTHORITY. Represent the county, have the management of the business and concerns of the county in all cases where no other provision is made, apportion and levy taxes and appropriate money to carry into effect any of its powers and duties."

[4] While the agreement achieved as the result of this bargaining may not violate the law, *WERC v. Teamsters Local 563*, 75 Wis.2d 602, 613, 250 N.W.2d 696 (1977), the contract and related statutes should be harmonized \*317 whenever possible, *Glendale Prof. Policemen's Assoc. v. Glendale*, 83 Wis.2d 90, 103-104, 264 N.W.2d 594 (1978).

The sheriff argues that section 59.23(3), Stats., accords him statutory powers which may not be limited by a collective bargaining agreement. Section 59.23(3) codifies the sheriff's constitutional duty to attend on the court. Accordingly, the statutory authorization adds nothing to his constitutional powers discussed above. If the court officer does perform the functions set forth in section 59.23(3), the collective bargaining agreement may not limit the sheriff's discretion in assigning a deputy to that position. However, were it not for the

constitutional basis for the statutory authorization, then the statute would be no bar to enforcement of the collective bargaining agreement even though they arguably conflict. The statute appears to confer unlimited discretion on the sheriff to appoint the court officer while the collective bargaining agreement limits the selection of the deputy \*\*663 who may be so appointed to members of a particular bargaining unit. Although the county board may not bind the sheriff to a collective bargaining provision which explicitly contradicts his constitutional or statutory powers and duties, a provision which can be reasonably interpreted to not conflict with the sheriff's statutory powers should be given effect.

This court dealt with a similar situation in *Glendale Prof. Policemen's Assn.*, 83 Wis.2d 90, 264 N.W.2d 594, in which the Glendale chief of police argued that a collective bargaining provision that any vacancy must be filled by promotion of the most "senior" qualified employee was void because it limited the police chief's powers set forth in section 62.13(4)(a), Stats. 1975.11 This court, applying \*318 the rule that the collective bargaining agreement and the statute should be harmonized if possible, held that the agreement was not incompatible with the statute since it did not require the chief to appoint an unqualified person, and the seniority requirement would only come into effect if there were more than one qualified candidate for promotion. The court recognized that in entering into the collective bargaining agreement, the city limited some of the discretion which the chief might otherwise have, but that narrowing, as opposed to totally removing, the chief's discretion was compatible with the statute.

"Although by entering into the collective bargaining agreement the City relinquished some of the discretion the Chief and the Board enjoyed previously concerning appointments and promotions, it has not transferred from the Chief or the Board the authority to determine who is qualified, and it has not transferred away the appointing authority.

"Our construction gives effect to both the Chief's power under sec. 62.13(4)(a) and the municipality's duty to bargain under sec. 111.70, Stats. Sec. 62.13(4)(a) is enabling legislation which places the exercise of discretion in a certain office, while sec. 111.70 permits the City to limit the scope of



this discretion through a collective bargaining agreement. The Common Council has not, as the City contends, bargained away a power possessed by the Chief that is not the City's to bargain. In ratifying the agreement, the Council has effectuated the municipal employer's statutory duty to bargain on conditions of employment and has preserved the statutory requirement that only qualified persons be appointed." *Glendale Prof. Policemen's Assn.*, 83 Wis.2d at 107, 264 N.W.2d 594.

Again, however, *Glendale* is inapplicable to the extent that the sheriff's authority is based upon his constitutional \*319 rather than merely statutory powers. While MERA permits a collective bargaining agreement to limit the sheriff's statutory powers to the extent set forth in *Glendale*, it provides no basis for so limiting the powers and duties of the sheriff which are based upon his constitutional status.

We, therefore, remand this case to the trial court for a determination of the duties of the court officer and whether those duties are among those preserved to the sheriff by the Wisconsin Constitution. If they are, then the arbitrator's award is invalid and the sheriff is not bound by it. If not, then the sheriff is bound by the collective bargaining agreement and the court may order him to comply with it.

The order of the circuit court is reversed and the cause is remanded for further proceedings consistent with this opinion.

ABRAHAMSON, Justice (dissenting).

The dispute in the case at bar focuses on what duties of the Office of Sheriff are so crucial and peculiar to the maintenance of the constitutional role of that office that the duties cannot be regulated by the legislature or the county through power delegated to it by the legislature.

**\*\*664** Although the court officer may perform tasks which are peculiar to and characteristic of the Office of Sheriff, I dissent because I conclude, as did Circuit Judge P. Charles Jones, that the assignment of a deputy to act as a court officer is not a duty peculiar to and characteristic of the Office of Sheriff. Judge Jones concluded that the

sheriff's appointment of the court officer can be regulated by the legislature, reasoning as follows:

"Taken together, these decisions [*Brunst, supra* and *Buech, supra*] establish that 'important' duties, functions and powers 'generally recognized ... [as] belonging to \*320 [the sheriff] ... when the constitution was adopted,' which are 'peculiar to' and give 'character and distinction to the office' of Sheriff, repose exclusively in the Sheriff and may not be exercised by, nor delegated to, any other official or body.

"I believe that under this test, work assignment labor relations issues are not relegated by Art. VI, Sec. 4 solely to the authority of Sheriffs. The legislature is thus free to allocate power to bargain on these issues between Sheriffs and Counties as it sees fit.

"While internal management of the Sheriff's Department is doubtless 'important', and quite possibly a power generally recognized as 'belonging to the Sheriff when the Constitution was adopted,' I believe it neither is 'peculiar to' nor gives 'character and distinction to' the office of Sheriff. Under the reasoning in *Buech, supra*, numerous other officials, both elected and appointed, are responsible for the internal management of their offices. Indeed, to require a constitutional amendment for every change in Sheriff's Department internal management would be to stretch the state 'on a bed of Procrustes.' *Buech, supra* at 482 [177 N.W. 781].

"Thus, Art. VI, Sec. 4, *Wis. Const.*, does not restrain the legislature from rendering Sheriffs agents of counties for purposes of collective bargaining regarding deputies' work assignments." Memorandum decision of the Circuit Court at 7-8.

The majority holds that more facts are needed to determine the functions of the court officer. I conclude that regardless of whether the court officer "attends upon the court" or represents the sheriff in court, the assignment of a deputy as a court officer can be reasonably regulated. While the duties performed by a court officer may be part of the constitutional duties of the Office of Sheriff (as is the operation of a jail), the assignment of the deputy to act as court officer may be regulated by the legislature (as is the assignment of a deputy to work in the jail).



Although there is an important relationship between the circuit court and the deputy sheriff who attends \*321 upon the court, this case does not pose the issue of the powers of the circuit court over its attendant.

#### Parallel Citations

316 N.W.2d 656, 114 L.R.R.M. (BNA) 2153

For the foregoing reasons, I dissent.

#### Footnotes

- 1 The Teamsters were succeeded as bargaining agents by the Wisconsin Professional Policeman's Association (WPPA), the petitioner-respondent in this action. Both the WPPA and the Teamsters will be referred to throughout this opinion as the "union."
- 2 "785.01 Definitions. (1) 'Contempt of court' means intentional: ...  
"(b) Disobedience, resistance or obstruction of the authority, process or order of a court; ..."  
Sheriff Ferris died while this action was pending before this Court. At Oral Argument, counsel for both parties informed the Court that they had agreed that his successor, Sheriff Jerome Lacke, be substituted for Sheriff Ferris. Counsel for the sheriff also informed us that Sheriff Lacke did not intend to comply with the March 19, 1980, order confirming the arbitrator's award and so was also subject to being held in contempt of court.
- 3 See *Anderson v. Anderson*, 82 Wis.2d 115, 118-119, 261 N.W.2d 817 (1978) and *Getka v. Loder*, 71 Wis.2d 237, 247, 238 N.W.2d 87 (1976) for statements of the general rule that the facts that a court order is clearly erroneous does not preclude being held in contempt for violation of the order.
- 4 I W. Anderson, *A Treatise on the Law of Sheriffs, Coroners and Constables*, (section 6, p. 5 (1940).
- 5 I W. Blackstone, *Commentaries on the Law of England*, 4th ed., (Clarendon Press, Oxford, England, 1770), p. 343.
- 6 *Id.*, at 345.
- 7 I Anderson, *supra*, at sections 325, 327, pp. 320, 321.
- 8 *Id.*, at section 65, p. 59.
- 9 Sheriff's reply brief at page 4.
- 10 The portions of MERA relevant to this action are section 111.70(1)(a), (d) and (3), Stats:  
"111.70 Municipal employment. (1) DEFINITIONS. As used in this subchapter:  
"(a) 'Municipal employer' means any city, county, village, town metropolitan sewerage district, school district, or any other political subdivision of the state which engages the services of an employee and includes any person acting on behalf of a municipal employer within the scope of his authority, express or implied....  
"(d) 'Collective bargaining' means the performance of the mutual obligation of a municipal employer, through its officers and agents, and the representatives of its employees, to meet and confer at reasonable times, in good faith, with respect to wages, hours and conditions of employment with the intention of reaching an agreement, or to resolve questions arising under such an agreement....  
"(3) PROHIBITED PRACTICES AND THEIR PREVENTION. (a) It is a prohibited practice for a municipal employer individually or in concert with others: ... (5) To violate any collective bargaining agreement previously agreed upon by the parties with respect to wages, hours, and conditions of employment affecting municipal employees, including an agreement to arbitrate questions arising as to the meaning or application of the terms of a collective bargaining agreement or to accept the terms of such arbitration award, where previously the parties have agreed to accept such award as final and binding upon them."
- 11 "62.13 Police and fire departments... (4) SUBORDINATES: REEMPLOYMENT. (a) The chiefs shall appoint subordinates subject to approval by the board. Such appointments shall be made by promotion when this can be done with advantage, otherwise from an eligible list provided by examination and approval by the board and kept on file with the clerk."

Wisconsin Professional Police Ass'n (WPPA) v. Dane County, 106 Wis.2d 303 (1982)  
316 N.W.2d 656, 114 L.R.R.M. (BNA) 2153

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2009 WI APP 116

**COURT OF APPEALS OF WISCONSIN  
PUBLISHED OPINION**

Case No.: 2008AP1210

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†Petition for Review filed.

Complete Title of Case:

**WASHINGTON COUNTY, A MUNICIPAL EMPLOYER,**

**PLAINTIFF-RESPONDENT,†**

**v.**

**WASHINGTON COUNTY DEPUTY SHERIFF'S ASSOCIATION, A LABOR**

**ORGANIZATION,**

**DEFENDANT-APPELLANT.**

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Opinion Filed:	June 16, 2009
Submitted on Briefs:	December 2, 2008
Oral Argument:	—

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JUDGES:	Fine, Kessler and Brennan, JJ.
Concurred:	—
Dissented:	—

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Appellant ATTORNEYS:	On behalf of the defendant-appellant, the cause was submitted on the brief of <i>Nola J. Hitchcock Cross of Cross Law Firm, S.C.</i> of Milwaukee.
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Respondent ATTORNEYS:	On behalf of the plaintiff-respondent, the cause was submitted on the brief of <i>Alyson K. Zierdt of Davis &amp; Kuelthau, S.C.</i> of Milwaukee.
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**COURT OF APPEALS  
DECISION  
DATED AND FILED**

**June 16, 2009**

David R. Schanker  
Clerk of Court of Appeals

**NOTICE**

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See WIS. STAT. § 808.10 and RULE 809.62.

**Appeal No. 2008AP1210  
STATE OF WISCONSIN**

Cir. Ct. No. 2007CV26

**IN COURT OF APPEALS**

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**WASHINGTON COUNTY, A MUNICIPAL EMPLOYER,**

**PLAINTIFF-RESPONDENT,**

**V.**

**WASHINGTON COUNTY DEPUTY SHERIFF'S ASSOCIATION,  
A LABOR ORGANIZATION,**

**DEFENDANT-APPELLANT.**

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APPEAL from an order of the circuit court for Washington County:  
PAUL V. MALLOY, Judge. *Reversed and cause remanded.*

Before Fine, Kessler and Brennan, JJ.

¶1 BRENNAN, J. The Washington County Deputy Sheriff's Association (WCDSA) appeals the trial court's order prohibiting arbitration of its grievance against the Sheriff. The trial court declared that the Sheriff's decision to staff the security screening station at the Washington County Justice Center with



special deputies was part of the Sheriff's constitutionally protected powers and could not be limited by a collective bargaining agreement. We reverse because we conclude that staffing the x-ray and metal detector security screening station is not one of those "certain immemorial, principal, and important duties of the sheriff at common law that are peculiar to the office of sheriff and that characterize and distinguish the office." *Kocken v. Wisconsin Council 40*, 2007 WI 72, ¶39, 301 Wis. 2d 266, 732 N.W.2d 828.

### BACKGROUND

¶2 Washington County started the planning for a new justice center in 2005. The design included a new secure entrance, which did not exist previously. The purpose for the building was to bring the courts and other offices all into one wing of Washington County's court complex. During the 2006 county budget process, Sheriff Brian Rahn proposed to the County Board Committee that the security screening station be staffed with two full-time deputy sheriffs for the additional security needs of the newly constructed justice center. He made the request partly due to some security concerns expressed by judges. The County Board Committee, without reaching a conclusion, then discussed with Sheriff Rahn the possibility of privatizing the staffing of the security screening station. Sheriff Rahn reworked his proposal and came back to the County Board Committee with an alternative proposal of staffing the security screening station with two part-time special deputies. The County Board Committee approved the alternate proposal. Sheriff Rahn testified at his deposition that he would have preferred the full-time deputy sheriffs and only made the alternate proposal because the County was considering privatizing the staff for the security screening station. He testified that the final decision on hiring the special deputies was his own.

¶3 In May 2006, the WCDSA filed a grievance claiming that the hiring of the part-time special deputies, who were non-union, was a violation of the collective bargaining agreement. The WCDSA petitioned the Wisconsin Employment Review Commission (“WERC”) for arbitration. The County filed a declaratory judgment lawsuit and a petition for an injunction to prevent the arbitration. The parties submitted briefs and affidavits, and the trial court held a hearing on the County’s motions. The trial court made a factual finding, which is undisputed by the parties, describing the nature of the job involved in the grievance:

The nature of the job to which Sheriff Rahn assigned the Special Deputies was performing courthouse entrance security screening duties, *including manning a walk-through metal detector and an x-ray machine to look for weapons and other things that were not permitted in the Justice Center.*

(Emphasis added.)

¶4 The trial court granted the County’s motion declaring that the grievance was not substantively arbitrable because the decision to staff the security screening station with special deputies was part of the Sheriff’s constitutionally protected duties. The trial court granted the County’s injunction request and ordered the WCDSA to withdraw the grievance. WCDSA appeals.

¶5 The facts in this case are undisputed, with one exception. WCDSA contends that the County Board Committee made the decision that special deputies would be hired. The County contends that the Sheriff made that decision. The trial court’s order of February 28, 2008, included the specific factual finding that the Sheriff made the decision to staff the security screening station with special deputies.



## STANDARDS OF REVIEW

¶6 We review the trial court's decision granting the County's motion for declaratory judgment without deference to the decision of the trial court. *See Ball v. District No. 4, Area Bd.*, 117 Wis. 2d 529, 537, 345 N.W.2d 389 (1984).

¶7 We review the disputed issue of fact in this case, whether the County or the Sheriff made the decision to staff the security screening station with part-time special deputies, under the "clearly erroneous" standard. *See Noll v. Dimiceli's, Inc.*, 115 Wis. 2d 641, 643, 340 N.W.2d 575 (Ct. App. 1983). The finding is not "clearly erroneous" when there is credible evidence in the record to support it. *See Insurance Co. of N. Am. v. DEC Int'l, Inc.*, 220 Wis. 2d 840, 845, 586 N.W.2d 691 (Ct. App. 1998).

### **I. The Trial Court's Disputed Factual Finding Is Not "Clearly Erroneous"**

¶8 WCDSA argues that the decision to staff the security screening station with special deputies was really made by the County Board Committee and, therefore, the staffing decision was not part of the Sheriff's exercise of his constitutionally protected powers. The County argues that the Sheriff made the staffing decision. The trial court found that the Sheriff made the staffing decision. That finding was not clearly erroneous.

¶9 There is evidence in the record supporting the trial court's finding that the Sheriff was the one who made the decision. In his deposition testimony, Sheriff Rahn stated that he was the first to propose two full-time deputy sheriffs to staff the new security screening station. He agreed that if the County Board Committee had approved his initial proposal to hire two new full-time deputies, he would have staffed the security screening station with the new deputies. He



acknowledged that he only revised the proposal because the County officials required him to do so. But on redirect by the County's attorney, Sheriff Rahn testified that he revised the proposal because the County officials advised him to come back with additional options after they had discussed privatization of the staff at the security screening station. When directly asked who made the decision to staff the secure entrance with the special deputies, he said he did.

¶10 WCDSA argues that by discussing privatization of the positions, the County, in effect, was making the decision to staff the security screening station with special deputies. But this argument ignores two obvious facts. First, the County only discussed, and did not order, privatization. And second, the topic being discussed was hiring private-sector security officers, not part-time special deputies of the Washington County Sheriff's Department. WCDSA does not offer any evidence from the record demonstrating that it was the County that initiated or ordered the special deputies. Accordingly, the record supports the trial court's finding that it was the Sheriff who decided to staff with special deputies; and we cannot say that finding was clearly erroneous.

## **II. The Sheriff's Constitutionally Protected Duties**

¶11 The main issue on appeal is whether the Sheriff's decision to staff x-ray and metal detector machines with part-time special deputies is one of the Sheriff's constitutionally protected duties. A sheriff cannot be constrained by a collective bargaining agreement if he acts on his constitutional powers. *See Wisconsin Prof'l Police Ass'n v. Dane County*, 106 Wis.2d 303, 305, 316 N.W.2d 656 (1982) (*WPPA I*); *Dunn County v. WERC*, 2006 WI App 120, ¶15, 293 Wis. 2d 637, 718 N.W.2d 138. If the Sheriff's decision to staff the security screening station with special deputies was not part of his constitutionally

protected duties, then it is substantively arbitrable under the collective bargaining agreement.

¶12 The Wisconsin Constitution does not define the duties of a sheriff, but case law has described examples and a method of analysis. Initially, the definition of whether duties were part of the sheriff's constitutionally protected powers focused on a historical analysis of whether they were longstanding established duties of the sheriff at common law such as housing the county's prisoners in the jail. See *State ex rel. Kennedy v. Brunst*, 26 Wis. 412, 414 (1870). But, in *State ex. rel. Milwaukee County v. Buech*, 171 Wis. 474, 177 N.W. 781 (1920), the Wisconsin Supreme Court shifted the focus of the analysis to those duties that characterized and distinguished the office of sheriff, rather than whether they existed at common law. See *Buech*, 171 Wis. at 481-82. "If the duty is one of those immemorial principal and important duties that characterized and distinguished the office of sheriff at common law, the sheriff 'chooses his own ways and means of performing it.'" See *Wisconsin Prof'l Police Ass'n v. Dane County*, 149 Wis. 2d 699, 710, 439 N.W.2d 625 (Ct. App. 1989) (*WPPA II*) (quoting *WPPA I*, 106 Wis. 2d at 314).

¶13 To properly determine whether the assigned job is within constitutional protection, we first examine the nature of the job or duty. See *WPPA I*, 106 Wis. 2d at 312. The trial court made a finding here on the nature of the security screening station job:

The nature of the job to which Sheriff Rahn assigned the Special Deputies was performing courthouse entrance security screening duties, including manning a walk-through metal detector and an x-ray machine to look for weapons and other things that were not permitted in the Justice Center.



¶14 Neither party has disputed this finding on appeal. Accordingly, we must determine whether manning the walk-through metal detector and x-ray machine to look for weapons and other things that are not permitted in the Justice Center are duties that are “one of these immemorial principal and important duties that characterized and distinguished the office of sheriff at common law.” See *WPPA II*, 149 Wis. 2d at 710.

¶15 No Wisconsin case has yet addressed whether the staffing of security screening stations is part of the sheriff’s constitutionally protected duties. Part of the reason for this is that such stations have not existed until recent times. Now, however, it is common to see metal detector screening stations at airports, schools, sporting events and both private and public building entrances. The record states clearly that the Washington County Justice Center secure entrance is new with the 2006 opening of the building. Certainly, it cannot be said that staffing the security screening station at the Washington County Justice Center is a time immemorial duty of the sheriff.

¶16 Nonetheless, the County argues that staffing the screening station machines is part of the Sheriff’s inherent constitutional powers because it is similar to: (1) “attendance upon the courts,” which the Wisconsin Supreme Court has determined to be part of the Sheriff’s constitutional powers, see *WPPA I*, 106 Wis. 2d at 313 (court security officer is part of sheriff’s constitutionally protected duties) (citing *Brunst*, 26 Wis. at 415; see also WIS. STAT. § 59.27(3) (2007-08); and (2) the sheriff’s general law enforcement powers, which our supreme court has also found to be constitutionally protected, *Washington County v. Deputy Sheriff’s Ass’n*, 192 Wis. 2d 728, 741, 531 N.W.2d 468 (Ct. App. 1995) (assigning municipal officers to patrol Harleyfest is part of the sheriff’s constitutionally protected duties).

¶17 We first address the County's argument that manning the security screening station machines is similar to "attendance upon the courts." In *Dunn County*, we held that the assignment of bailiffs to attend upon the court and supervision over their schedules is one of the sheriff's constitutionally protected duties. See *id.*, 293 Wis. 2d 637, ¶15 (citing *WPPA I*, 106 Wis. 2d at 312).

¶18 More recently, in a series of three decisions, we have held that execution of orders issued by the county's judges is part of the sheriff's constitutionally protected duty of attendance upon the court. In *WPPA II*, we held that "when the sheriff executes an arrest warrant issued by the court to bring a prisoner before the court the sheriff attends upon the court." *Id.*, 149 Wis. 2d at 707.<sup>1</sup> In *Brown County Sheriff's Department Non-Supervisory Labor Ass'n v. Brown County*, 2009 WI App 75, \_\_\_ Wis. 2d \_\_\_, 767 N.W.2d 600, we held that transportation of the county's prisoners was part of the sheriff's constitutionally protected duties. See *id.*, ¶8. And, in *Milwaukee County Deputy Sheriff's Ass'n v. Clarke*, No. 2008AP2290, slip op. (WI App June 2, 2009, recommended for publication), we held that transporting prisoners and effectuating other orders of the county's judges is part of the sheriff's constitutional duty to attend upon the courts. See *id.*, ¶29. The exception to this line of cases is where the sheriff is transporting prisoners from other jurisdictions as a revenue-generating operation. *Ozaukee County v. Labor Ass'n of Wis.*, 2008 WI App 174, ¶31, 315 Wis. 2d

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<sup>1</sup> We note, with some irony, that because the duty is part of the sheriff's constitutional powers, he is permitted to delegate the task to an entity outside his department—here the U.S. Marshal's Service.



102, 763 N.W.2d 140. When the sheriff is executing orders from jurisdictions other than his own, he is not acting within his constitutional powers. *Id.*

¶19 The nature of the job of security screening is not similar to these other examples of attendance upon the courts. Operating the metal detector and x-ray machine at an entrance to the Washington County Justice Center, which houses offices, as well as courts, is not at all comparable to being the court's security officer within the courtroom. The visitors of the Justice Center include visitors and employees of the housed offices, as well as the courts. The deputies at the security screening station are not stationed *in* the courts nor do they patrol or monitor the courtrooms in any way. The security screening station deputies have no function that relates to executing judges' orders. And, screening for things *other than weapons* "and other things not permitted in the Justice Center" is too far a stretch to meet the description of attending upon the courts. None of the security screening station deputies' duties compares in any way to those duties of the sheriff that we have held are constitutionally protected as part of the Sheriff's recognized duty to attend upon the courts.

¶20 The County next argues that manning the screening station machines here is part of the Sheriff's constitutional duties because they are similar to other duties that have been found to be constitutionally protected, such as providing law enforcement. The Wisconsin courts have determined that maintaining law and order and preserving the peace are parts of the sheriff's constitutionally protected duties. See *Manitowoc County v. Local 986B*, 168 Wis. 2d 819, 830, 484 N.W.2d 534 (1992) (per curiam) (reassignment of deputy from patrol to undercover drug investigations); *Washington County*, 192 Wis. 2d at 741 (sheriff's assignment of municipal officers to augment his county-wide law enforcement duty for Harleyfest).

¶21 Here, waiving the metal-detecting wand or listening for the buzzer to ring at the county's combined-use office building is a far cry from the sheriff's county-wide law enforcement responsibilities noted above. It is a function frequently performed by private security guards at airports, schools, movie theaters, retail stores and public buildings.

¶22 The nature of the job of security screening is really administrative. Duties of the sheriff that are excluded from constitutional protection have been described as "internal management and administrative duties" or "mundane and common administrative duties." *Heitkemper v. Wirsing*, 194 Wis. 2d 182, 193, 533 N.W.2d 770 (1995). Examples of "internal management and administrative duties" are: (1) preparation of food for inmates in the jail, *Kocken*, 301 Wis. 2d 266, ¶75; (2) hiring and firing procedures of deputy sheriffs, *see Buech*, 171 Wis. at 482; *Heitkemper*, 194 Wis. 2d at 193; (3) day-to-day scheduling of overtime and emergency coverage and limited-term employee coverage other than court officers, *Dunn County*, 293 Wis. 2d 637, ¶23; and (4) money-generating transport of federal prisoners in the county's jail under a rental contract with the federal government, *Ozaukee County*, 315 Wis. 2d 102, ¶¶32-33.

¶23 All of the above determined administrative duties have some connection to the sheriff's constitutionally protected duties, but cannot be said to be tasks that lend character and distinction to the office of sheriff. Operating the machines involved in screening is a mundane task that is done in many places by private security officers. These have not traditionally been the sheriff's tasks to perform. They are too far removed from the courtroom itself, the orders of the judges and the function of law enforcement. Because staffing metal detector and x-ray machines is similar to the duties that the courts have considered "mundane



and commonplace,” “internal management and administrative,” *Heitkemper*, 194 Wis. 2d at 193, we reverse the order of the trial court.

*By the Court.*—Order reversed and cause remanded.

## STATUTORY REFERENCES

<b>Wis. Stats. §59.27(1)(2)(3)(4) (10)(11)</b>	<p><b>59.27 Sheriff; duties.</b> The sheriff of a county shall do all of the following:</p> <p>(1) Take the charge and custody of the jail maintained by the county and the persons in the jail, and keep the persons in the jail personally or by a deputy or jailer.</p> <p>(2) Keep a true and exact register of all prisoners committed to any jail under the sheriff's charge, in a book for that purpose, which shall contain the names of all persons who are committed to any such jail, their residence, the time when committed and cause of commitment, and the authority by which they were committed; and if for a criminal offense, a description of the person; and when any prisoner is liberated, state the time when and the authority by which the prisoner was liberated; and if any person escapes, state the particulars of the time and manner of such escape.</p> <p>(3) Attend upon the circuit court held in the sheriff's county during its session, and at the request of the court file with the clerk thereof a list of deputies for attendance on the court. The court may by special order authorize additional deputies to attend when the court is engaged in the trial of any person charged with a crime. Except as otherwise provided in this section, the board shall establish the rate of compensation and the level of services to be provided. The sheriff or one or more deputies shall attend the court of appeals when it is in session in the sheriff's county. The state shall reimburse the county from the appropriation under s. 20.660 (1) for the actual salary paid to the sheriff or deputies for the service provided for the court of appeals.</p> <p>(4) Personally, or by the undersheriff or deputies, serve or execute all processes, writs, precepts and orders issued or made by lawful authority and delivered to the sheriff.</p> <p>(10) To enforce in the county all general orders of the department of safety and professional services relating to the sale, transportation and storage of explosives.</p> <p>(11) Conduct operations within the county and, when the board so provides, in waters of which the county has jurisdiction under s. 2.04 for the rescue of human beings and for the recovery of human bodies.</p>
<b>Wis. Stats. §59.28(1)</b>	<p><b>59.28 Peace maintenance; powers and duties of peace officers, cooperation.</b></p> <p>(1) Sheriffs and their undersheriffs and deputies shall keep and preserve the peace in their respective counties and quiet and suppress all affrays, routs, riots, unlawful assemblies and insurrections; for which purpose, and for the service of processes in civil or criminal cases and in the apprehending or securing any person for felony or breach of the peace they and every coroner and constable may call to their aid such persons or power of their county as they consider necessary.</p>
<b>Wis. Stats. §59.84(10)(b)</b>	<p><b>59.84 Expressways and mass transit facilities in populous counties.</b></p> <p>(10) MAINTENANCE AND OPERATION. (b) <i>Policing of expressways.</i> Expressways shall be policed by the sheriff who may, when necessary, request and shall receive cooperation and assistance from the police departments of each municipality in which expressways are located, but nothing in this paragraph shall be construed to deprive such police departments of the power of exercising law enforcement on such expressways within their respective jurisdictions.</p>
<b>Wis. Stats. §165.85(1)</b>	<p><b>165.85 Law enforcement standards board.</b></p> <p>(1) FINDINGS AND POLICY. The legislature finds that the administration of criminal justice is of statewide concern, and that law enforcement work is of vital importance to the health, safety, and welfare of the people of this state and is of such a nature as to require training, education, and the establishment of standards of a proper professional character. The public interest requires that these standards be established and that this training and education be made available to persons who seek to become law enforcement, tribal law enforcement, jail or juvenile detention officers, persons who are serving as these officers in a temporary or probationary capacity, and persons already in regular service.</p>
<b>Wis. Stats. §302.37(1)</b>	<p><b>302.37 Maintenance of jail and care of prisoners.</b></p> <p>(1)(a) The sheriff or other keeper of a jail shall constantly keep it clean and in a healthful</p>



	<p>condition and pay strict attention to the personal cleanliness of the prisoners and shall cause the clothing of each prisoner to be properly laundered. The sheriff or keeper shall furnish each prisoner with clean water, towels and bedding. The sheriff or keeper shall serve each prisoner 3 times daily with enough well-cooked, wholesome food. The county board shall prescribe an adequate diet for the prisoners in the county jail.</p> <p>(b) The keeper of a lockup facility shall constantly keep it clean and in a healthful condition and pay strict attention to the personal cleanliness of the prisoners. The keeper shall serve each prisoner with clean water, towels and food.</p>
<p><b>Wis. Stats. §302.38(1)</b></p>	<p><b>302.38 Medical care of prisoners.</b></p> <p>(1) If a prisoner needs medical or hospital care or is intoxicated or incapacitated by alcohol the sheriff, superintendent or other keeper of the jail or house of correction shall provide appropriate care or treatment and may transfer the prisoner to a hospital or to an approved treatment facility under s. 51.45 (2) (b) and (c), making provision for the security of the prisoner. The sheriff, superintendent or other keeper may provide appropriate care or treatment under this subsection for a prisoner under 18 years of age and may transfer a prisoner under 18 years of age under this subsection without obtaining the consent of the prisoner's parent, guardian or legal custodian. The sheriff, superintendent or other keeper may charge a prisoner for the costs of providing medical care to the prisoner while he or she is in the jail or house of correction. If the sheriff or other keeper maintains a personal money account for an inmate's use for payment for items from canteen, vending or similar services, the sheriff or other keeper may make deductions from the account to pay for the charges under this subsection.</p>
<p><b>Wis. Stats. §303.17(1)</b></p>	<p><b>303.17 Administration and management.</b></p> <p>(1) The county board of supervisors shall control the management of a house of correction under s. 303.16, pursuant to such regulations and under the direct supervision and control of such officers as the county board of supervisors prescribes. No such regulation may be finally adopted on the day on which it is first presented to the county board of supervisors for consideration, nor until it has been considered and reported upon by the proper committee of the county board of supervisors. The county board of supervisors may by ordinance place the management of the house of correction under the control of the county department under s. 46.21 or 46.23, whichever is applicable, and in that event s. 46.21 or 46.23, so far as applicable, shall control. The county board of supervisors may by ordinance resume control of the management of the house of correction. The county board of supervisors shall, in accordance with the civil service law, prescribe the number and compensation of all personnel needed for the administration of the house of correction, and fix their duties.</p>
<p><b>Wis. Stats. §303.19(1)</b></p>	<p><b>303.19 Employment of prisoners; time credits, earnings and rewards.</b></p> <p>(1) The superintendent of the house of correction shall place all inmates at such employments, and shall cause all inmates who are minors to be instructed in such branches of useful knowledge, as shall be prescribed by the county board, but no goods manufactured therein shall be offered for sale or sold in the open market, except creative art, literary, musical, handicraft or hobby craft products produced by a prisoner at leisure.</p>
<p><b>Wis. Stats. §323.14(1)(a)2</b></p>	<p><b>323.14 Local government; duties and powers.</b></p> <p>(1) ONGOING DUTIES. (a) 1. Subject to subd. 3., each county board shall develop and adopt an emergency management plan and program that is compatible with the state plan of emergency management under s. 323.13 (1) (b). 2. Each county board shall designate a head of emergency management. In counties having a county executive under s. 59.17, the county board shall designate the county executive or confirm his or her appointee as county head of emergency management. Notwithstanding sub. (2) (b), an individual may not simultaneously serve as the head of emergency management for 2 or more counties.</p>
<p><b>Wis. Stats. §968.04(1)</b></p>	<p><b>968.04 Warrant or summons on complaint.</b></p> <p>(1) WARRANTS. If it appears from the complaint, or from an affidavit or affidavits filed with the complaint or after an examination under oath of the complainant or witnesses, when the judge determines that this is necessary, that there is probable cause to believe that an offense has been committed and that the accused has committed it, the judge shall issue a warrant for the arrest of the defendant or a summons in lieu thereof. The warrant or summons shall be delivered forthwith to a law enforcement officer for service.</p>

<p><b>Milwaukee County Ordinance 99.02 (1)</b></p>	<p><b>Sec. 99.02. - County emergency management director.</b></p> <p>(1) In accordance with ch. 166.03(4)(b), Wis. Stats., the county executive shall hereby designate the sheriff as the county emergency management director. In addition to the duties herein set forth, the sheriff shall coordinate and direct, all administrative and management functions of the county emergency management program in accordance with s. 59.031, Wis. Stats.</p>
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David A. Clarke, Jr.  
Sheriff

County of Milwaukee  
**Office of the Sheriff**

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**DATE:** April 5, 2013

**TO:** Jerome J. Heer, Director of Audits

**FROM:** Edward H. Bailey, Inspector, Milwaukee County Office of the Sheriff

**SUBJECT:** Response to Key Concepts for Evaluating Options for Delivery of Services Provided by the Milwaukee County Office of the Sheriff, conducted by Milwaukee County Office of the Comptroller, Audit Services Division

The Office of the Sheriff has reviewed the Key Concepts for Evaluating Options for Delivery of Services Provided by the Milwaukee County Office of the Sheriff document as prepared by the Milwaukee County Office of the Comptroller Audit Services Division. Noting that the document contains no recommendations by the Audit Services Division warranting responses, our response will focus on issues of methodology and the judgments of Audit.

Much like Alice, the 2013 audit *Key Concepts for Evaluating Options for Delivery of Services Provided by the Milwaukee County Office of the Sheriff* would have us popping into a discomfiting new world.

Commissioned roughly a year ago it sought, in scope, not to verify accounting; or measure performance; or spot-check quality of work issues. It sought instead to "...identify the mandated services provided by the Office of the Sheriff, focusing on efficiency and service levels, and to examine issues relevant to evaluating proposals regarding the optimal delivery of discretionary services provided by the Office of the Sheriff." To reach conclusion, this task required that the audit team, in their own words, "Appl(y) judgment in identifying Office of the Sheriff activities...as mandatory...(or)...discretionary."

It is in this area, the substitution of the judgment of the audit team to that of the thrice-elected and decade long serving current Sheriff of Milwaukee County, a 35-year law enforcement officer in whom the people of Milwaukee County have placed their electoral trust, that our response focuses.

To the audit team's credit, much of their fact-finding reveals key truths about MCSO operations during the administration of Sheriff Clarke:



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- Widely-reported increases in annual budget appropriations for the Office of the Sheriff over the prior decade ignore substantial cuts to the number of funded positions each year during the same period, from 1,125 positions in FY2002 to the 935 positions held in FY2008, as the MCSO came to incorporate the personnel and operation of the former HOC. The agency has seen continued personnel losses in each year since.
- A review of effective hourly cost of compensation rates confirms that the Milwaukee Office of the Sheriff presents tremendous value to the taxpayer, in that the MCSO has a lower personnel cost structure than the three municipal police departments reviewed, whose costs ranged from 6.6% to 30.7% higher than for deputy sheriffs.
- As opposed to the often touted “inmate population problem” in Milwaukee County, the inverse is true: The daily average inmate census level has dropped significantly, from a steadily declining daily average of @ 3300 inmates system-wide at the start of the audit (FY 2008) to the ending average of under 2500 inmates per day. This drop is mirrored by a decrease in Detention staffing levels, more than suggesting not only a good-value operation, but a well-managed one as well.

And to their further credit, the audit team focused on the primary court cases, and statutory authority, that have come to define the duties and responsibilities of sheriffs and which I will touch on only briefly:

### **Wisconsin Professional Police Association v. Dane County (1982):**

“In the exercise of executive and administrative functions, in conserving the public peace, in vindicating the law, and in preserving the rights of the government, he (the sheriff) represents the sovereignty of the State and he has no superior in his county.”

### **Washington County v. Washington County Deputy Sheriff's Association (2008):**

The Wisconsin Constitution does not define the duties of a sheriff, but case law has described examples and a method of analysis. Initially, the definition of whether duties were part of the sheriff's constitutionally protected powers focused on a historical analysis of whether they were longstanding established duties of the sheriff at common law such as housing the county's prisoners in the jail...But...the Wisconsin Supreme Court shifted the focus of the analysis to those duties that characterized and distinguished the office of sheriff...

And most to our point, **Wis. Stats. § 59.28(1)**, which states (in part): “Sheriffs and their undersheriffs and deputies shall keep and preserve the peace in their respective counties...”

Shall. Not may; Shall.

Interestingly, while the audit team identified the landmark Andreski v. Industrial Commission et al (1952), they quoted only narrowly from its soaring language:

The position of sheriff is one of great antiquity and honor. He was the deputy of the king in his shire and was accountable to no one but the king to whom he was responsible...

He was accompanied by his court, composed as was the king's court, of representative nobles, freeholders and burglers, before whom his officers brought persons accused of crime. Trial was had under the supervision of the sheriff and if conviction resulted the sheriff imposed the sentence and executed it. Although in rank some noblemen might be higher, in temporal power and authority within his shire and within his term of office the sheriff was legally superior to them all. He was the representative of the king, accountable only to the king and the king's authority lay in him.

Within the field of his responsibility for the maintenance of law and order the sheriff today retains his ancient character and is accountable only to the sovereign, the voters of his county...

No other county official supervises his work or can require a report or an accounting from him concerning his performance of his duty. He chooses his own ways and means of performing it. He divides his time according to his own judgment of what is necessary and desirable but is always subject to call and is eternally charged with maintaining the peace of the county and the apprehension of those who break it. In the performance of this duty he is detective and patrolman, as well as executive and administrator...

We recite these qualities and characteristics of the office not because they are novel but because they are so old that they are easily forgotten or unappreciated...

The sheriff's hours of work are such as he deems necessary. So, too, are his methods.

Into this discussion, under the auspices of a section entitled *Responsibilities of Wisconsin sheriffs are broadly defined and invite subjective interpretation* the audit team offers an interesting construct that, in an instant, substitutes their inspection and judgment for that of this ancient and honored position: *Given the broad constitutional and statutory authority granted to Wisconsin sheriffs and the relatively few duties specified...we were unable to identify a definitive listing of functions performed by the Milwaukee County Office*



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*of the Sheriff as 'mandatory' or 'discretionary.' It is within this context, in the absence of any definitive listing, that we prepared our own listing.*

Readers of the ensuing list, *Table 3: Classification of Milwaukee County Office the Sheriff Functions*, will need to resolve the interesting dichotomies, trichotomies and more that result:

- In running a more than \$140 Million dollar public service organization, having an Administration function is labeled "Ancillary to Mandated", or "...a practical necessity at some level..." as opposed to "Mandated"
- The Detention function is "Mandated"...but having dormitories, management, inmate commissary or, in fact, visiting, is termed "Ancillary to Mandated". At least that's a better outcome than befell DOTS (Discipline, Order, Training, Structure, the primary inmate programming program at CCFS)... That status fell to "Discretionary."
- Law enforcement services (and one recalls the aforementioned "shall keep and preserve the peace in their respective counties") such as Expressway patrolling, SWAT and a Bomb Unit are "Mandated"; but a competent team of experienced detectives to make their work meaningful only "Ancillary to Mandated". Even more bizarrely, County Grounds policing, the law enforcement services of note on an area of primary county jurisdiction, fell all the way to "Discretionary" in this analysis.

In a great leap of scope, the audit team offers this insight:

"Clearly, strained interactions during 2012 have demonstrated the importance of cooperation among County officials to effectively implement policy initiatives involving services provided by the Office of the Sheriff. The need for an effective government to continuously analyze and adapt its organizational structure, operating procedures and service delivery models demands an improvement in the working relationships between these public officials. In the event a cooperative working relationship between the above public officials cannot be achieved, one option available to policy makers is to de-fund all Office of the Sheriff services that are not explicitly mandated by statute or by the State of Wisconsin Constitution, as clarified by the Wisconsin Supreme Court. We estimate this would result in a reduction of approximately \$4.5 million in total expenditure authority, including \$3.7 million in property tax levy, based on 2012 Adopted Budget funding...and elimination of 132 FTE funded positions."

For those looking for such an outcome, the audit team has provided a target: \$4.5 million, and 132 county employees. Gone, that is, unless "...a cooperative working

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relationship between the...public officials" can be achieved.

It can. Trust the judgment, expertise, and abilities of the experienced and long-serving Sheriff to run this agency in the best interests of the people of Milwaukee County. And for the audit team as well: The MCSO has "continuously analyze(d) and adapt its organizational structure, operating procedures and service delivery models..."

5 Bureaus down to 3; hundreds less employees; yearly surpluses returned like clockwork; the miraculous turn-around at CCF-S (to borrow the language of an oft-quoted expert, the National Institute of Corrections Jeffrey A. Schwartz, Ph.D.)

I close with this observation: The audit notes that "...the transfer of law enforcement responsibilities from the county to the municipal level is not a common occurrence nationwide. Rather, the concept of consolidating law enforcement efforts at the county level is consistent with efforts undertaken elsewhere, according to our research. In fact, we were unable to identify an example in which a municipal police department assumed responsibility for a function of a county sheriff."

It goes on to conclude that, "Based on the information assembled in this report, if the executive and legislative branches of Milwaukee County can work in a cooperative manner with the Office of the Sheriff and the Intergovernmental Cooperation Council...there are several opportunities for exploration of potential efficiencies. As previously noted, comparatively low personnel cost structures and experience both locally and nationally suggest consideration of proposals to consolidate these functions at the County level."

Whether the Milwaukee County Board of Supervisors, in their policy-making role, or the elected Sheriff of the County, in his stewardship of his office, wish to pursue such an assumption of even greater and additional duties by the Sheriff may not have been necessarily considered at the commissioning of this audit.

But it is what we have found down this particular rabbit's hole.

**S:// Edward H. Bailey, I7**

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Edward H. Bailey, Inspector  
Milwaukee County Office of the Sheriff

(ITEM ) From the Director of Audits, an audit report titled "Key Concepts for Evaluating Options for Delivery of Services Provided by the Milwaukee County Office of the Sheriff," requesting County Board action to receive and place on file the said audit report and to concur with the audit recommendations provided therein, by recommending adoption of the following:

#### **A RESOLUTION**

WHEREAS, the Audit Services Division of the Milwaukee County Office of the Comptroller conducted an audit of the delivery of services provided by the Office of the Sheriff and issued an audit report summarizing the results of its review in May 2013; and

WHEREAS, the report is primarily informational but contains two audit recommendations to address a discrepancy between a County Ordinance provision and a related provision of the Wisconsin State Statutes; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors receives and places on file, the Office of the Comptroller – Audit Services Division report, "Key Concepts for Evaluating Options for Delivery of Services Provided by the Milwaukee County Office of the Sheriff," and concurs with the audit recommendations contained therein.



# MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** May 3, 2013

Original Fiscal Note ☒

Substitute Fiscal Note ☐

**SUBJECT:** Resolution to receive and place on file the Milwaukee County Office of the Comptroller – Audit Services Division audit report, "Key Concepts for Evaluating Options for Delivery of Services Provided by the Milwaukee County Office of the Sheriff," issued in May 2013, and to concur with the recommendations contained therein.

## FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☐ Increase Capital Expenditures

☒ Existing Staff Time Required

☐ Decrease Capital Expenditures

☐ Increase Operating Expenditures  
(If checked, check one of two boxes below)

☐ Increase Capital Revenues

☐ Absorbed Within Agency's Budget

☐ Decrease Capital Revenues

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Use of contingent funds

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

*Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.*

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0



## DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

This resolution requires no additional expenditure of funds.

Department/Prepared By Office of the Comptroller – Audit Services Division/Paul Grant

Authorized Signature

  
\_\_\_\_\_

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?<sup>2</sup> ☐ Yes ☐ No ☒ Not Required

<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

<sup>2</sup> Community Business Development Partners' review is required on all professional service and public work construction contracts.

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CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE  
JAMES KEEGAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: April 1, 2013

To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

From: James Keegan, Interim Director, Milwaukee County Parks, Recreation and Culture

Subject: **Abolish one position of Clerical Specialist Parks (Title Code 01297 Pay Grade 05P) and create one position of Parks POS Specialist (Title Code \_\_\_\_\_ Pay Grade 20) – ACTION**

### **POLICY**

The Department of Parks, Recreation and Culture respectfully requests the abolishment of one Clerical Specialist Parks (Title code 01297), pay range 05P, and the creation of one Parks POS Specialist (Title code \_\_\_\_\_) with a recommended pay range of 20.

### **BACKGROUND**

The Department of Parks, Recreation and Culture's Concessions Department currently has a Clerical Specialist Parks position that reports to the Assistant Chief of Recreation Business Operations. The position description of Clerical Specialist Parks does not properly reflect the duties, knowledge, skill, and ability to perform and the competence required. The position is essential to the revenue generation of the Parks Department and the responsibilities are substantial:

- Providing administrative and analytical support to the Assistant Chief of Recreation Business Operations, Concessions and Clubhouse Manager and Golf Sales Manager. These departments account for approximately \$8.5 million in revenue.
- Programming, supporting and analyzing the Fairway Golf Point of Sale and Reservation System in use at 47 Parks Department locations.
- Programming, maintenance, and providing supplies for electronic cash registers in use throughout the Parks Department at over 50 locations.
- Programming, supporting and analyzing the Class Reservation System which, is used to book all Parks Department picnic areas, pavilions, athletic fields, and special events.
- Payroll processing for approximately 200 Concessions employees.

- Scheduling over 100 aquatic park birthday parties and approximately 50 Red Arrow group skating outings per year.
- Tracking and analyzing revenues and expenditures for the Concessions Department and creating related reports for management.
- Other duties, including creating informational & promotional materials, data entry, maintaining event calendars, and fielding customer inquiries regarding catering services.

Expanded job duties over the last several years due in large part to advancing technology are as follows:

- Repairing cash registers and sourcing the least expensive cash register and credit card supplies as well as the least expensive cash registers.
- Creating and maintaining instructions for cash register use, programming & troubleshooting to be used by field staff.
- Creating and maintaining a more efficient system for updating golf prices in Fairway.
- Creating and maintaining multiple reports in Fairway to access data that is not available via the standard reports that are provided by the vendor.
- Identifying and resolving connectivity and hardware issues.
- Facilitating and adding additional sites into Fairway.
- Facilitating golf merchandise changeover from the PGA of Wisconsin to DRPC within Fairway.
- Class reservation system setup and implementation, which included staff training and a rental-by-rental comparison to the old system.
- Creating and maintaining better systems for tracking purchases and labor expenditures and more informative reports for management.
- Streamlining Concessions Department office functions, eliminating unnecessary tasks to allow for more responsibility.

### **RECOMMENDATION**

The Department of Parks, Recreation and Culture is respectfully requesting to abolish one position of Clerical Specialist Parks (Title Code 01297) and create one position of Parks POS Specialist (Title Code \_\_\_\_\_) at PR20.

Prepared by:

Approved:

---

Laura Schloesser, Chief of Administration James Keegan, Interim Director  
& External Affairs

cc: County Executive Chris Abele  
Amber Moreen, Chief of Staff, County Executive's Office  
Kelly Bablitsch, Chief of Staff, County Board  
Supv. Willie Johnson, Co-Chair, Finance, Personnel and Audit Committee  
Supv. David Cullen, Co-Chair, Finance, Personnel and Audit Committee  
Supv. Jason Haas, Vice-Chair, Finance, Personnel and Audit Committee  
Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS  
Janelle Jensen, Parks, Energy & Environment Committee Clerk  
Jessica Janz-McKnight, Research Analyst, County Board  
Kerry Mitchell, Director, Department of Human Resources

**-COUNTY OF MILWAUKEE-**  
INTEROFFICE COMMUNICATION

DATE : March 27, 2013

TO : Supervisor Marina Dimitrijevic, Chairwoman, Board of Supervisors

FROM : Craig Kammholz, Fiscal and Budget Administrator, DAS-Fiscal

SUBJECT : Request to abolish 1.0 FTE Clerical Specialist Parks position (Title Code 01297, pay range 05P) and create 1.0 FTE Parks POS Specialist position (Title Code TBD, pay range 20).

**REQUEST**

The Department of Parks, Recreation, and Culture (Parks) is requesting to abolish 1.0 FTE Clerical Specialist Parks position (Title Code 01297, pay range 05P) in the Concessions Division and create 1.0 FTE Parks Point of Sale (POS) Specialist position (Title Code TBD, pay range 20) in the aquatics division.

**BACKGROUND/ANALYSIS**

The Concessions Division of the Parks Department is responsible for operation and oversight of concession facilities at various park locations throughout the County. The division generates approximately \$1.5 million of revenue annually.

The position description of Clerical Specialist Parks does not reflect the duties required by the current position in the Concessions Division. Clerical Specialists are responsible for clerical and administrative duties including document processing, record keeping, and report compilation. The current position performs duties such as payroll processing, point of sale support, technology support, tracking financial information for the Concessions Division, and analyzing operating functions the division. According to the Job Evaluation Questionnaire, approximately 50% of the time of the Parks POS Specialist will be spent providing analytical support to the Chief of Recreation and the Assistant Chief of Recreation Business Operations.

Approval of the requested action would properly align the position with the actual duties performed.

**RECOMMENDATION**

The Department of Administrative Services, Fiscal Affairs recommends that the request to abolish 1.0 FTE Clerical Specialist Parks upon vacancy and create 1.0 FTE Parks POS Specialist position be approved.

**FISCAL NOTE**

Approval of this request will result in a net annual salary, social security, and benefit cost increase of \$560. Assuming that the Parks POS Specialist position is filled at the start of pay period 17 in 2013 at step 1 of the pay range, the current year fiscal impact is a cost increase of \$216.

Prepared by:  
Daniel Laurila  
278-4274



Craig Kammholz  
Fiscal and Budget Administrator

cc: Chris Abele, County Executive  
Supervisor Willie Johnson Jr., Co-Chair, Finance, Personnel & Audit Committee  
Supervisor David Cullen, Co-Chair, Finance, Personnel & Audit Committee  
Kerry Mitchell, Director, Human Resources  
Amber Moreen, Chief of Staff, County Executive's Office  
Kelly Bablitsch, Chief of Staff, County Board  
Steve Cady, County Board Fiscal and Budget Analyst  
Don Tyler, Director, Department of Administrative Services  
Jim Keegan, Interim Director, Parks  
Laura Schloesser, Chief of Admin & External Affairs, Parks



From the Committee on, Reporting on:

File No.

(ITEM NO. ) A resolution requesting to abolish 1.0 FTE Clerical Specialist Parks (title code 01297, pay range 05P) and create 1.0 FTE Parks POS Specialist (title code TBD, pay range 20).

### A RESOLUTION

WHEREAS, the Department of Parks, Recreation, and Culture (Parks) seeks to align position authority with the duties currently performed in the Concessions Division; and

WHEREAS, the Concessions Division current contains a Clerical Specialist Parks which performs duties beyond those assigned to the Clerical Specialist series and

WHEREAS, the position in question is responsible for payroll processing, point of sale support, technology support, tracking financial information, and analyzing operations of the Concessions Division; and

WHEREAS, the Concessions Division generates approximately \$8.5 million in revenue annually; and

WHEREAS, the fiscal impact of this position action would be an annual net cost increase of \$560; and

WHEREAS, a review by Human Resources of the duties assigned to the new position resulted in the recommended title and pay range; and

WHEREAS, the Department of Administrative Services, Fiscal Affairs recommends that the following request effective April 25, 2013, be approved: abolish 1.0 FTE Clerical Specialist Parks (title code 01297, pay range 05P) upon vacancy and create 1.0 FTE Parks POS Specialist (title code TBD, pay range 20); now, therefore

BE IT RESOLVED, that the following position actions are approved, for the Department of Parks, Recreation, and Culture,:

<u>Action</u>	<u>Title</u>	<u>No. of FTEs</u>	<u>No. of Positions</u>
Abolish*	Clerical Specialist Parks	1.0	1
Create	Parks POS Specialist	1.0	1

\*Position to be abolished upon vacancy

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** March 27, 2013

Original Fiscal Note ☒

Substitute Fiscal Note ☐

**SUBJECT:** Request to abolish 1.0 FTE Clerical Specialist Parks and create 1.0 FTE Parks POS Specialist.

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact   | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required   | <input type="checkbox"/> Decrease Capital Expenditures |
| <input checked="" type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input checked="" type="checkbox"/> Absorbed Within Agency's Budget   | <input type="checkbox"/> Decrease Capital Revenues     |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget  |  |
| <input type="checkbox"/> Decrease Operating Expenditures  | <input type="checkbox"/> Use of contingent funds       |
| <input type="checkbox"/> Increase Operating Revenues  |  |
| <input type="checkbox"/> Decrease Operating Revenues  |  |

*Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.*

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$216	\$560
	Revenue	\$0	\$0
	Net Cost	\$216	\$560
Capital Improvement Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0

## DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
  - B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
  - C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
  - D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
- 
- A. Parks is requesting to abolish 1.0 FTE Clerical Specialist Parks (title code 01297, pay range 05P, Concessions Division) and create 1.0 FTE Parks POS Specialist (title code TBD, pay range 20, Concessions Division).
  - B. The direct cost of abolishing the Clerical Specialist Parks and creating the Parks POS Specialist is \$216 in the current year and \$560 in the subsequent year.
  - C. The estimated budget impact is the same as the direct cost.
  - D. The current year costs will be achieved assuming the Parks POS Specialist is filled for 10 pay periods in 2013 at step 1 of pay range 20. The analysis is based on 2013 Adopted Budget salary and fringe benefit rates, including the 1.5% wage increase in the 12<sup>th</sup> pay period.

Department/Prepared By Daniel Laurila, Fiscal & Management Analyst, DAS-Fiscal

Authorized Signature



Did DAS-Fiscal Staff Review? ☒ Yes ☐ No

Did CBDP Review?<sup>2</sup> ☐ Yes ☐ No ☒ Not Required

<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

<sup>2</sup> Community Business Development Partners' review is required on all professional service and public work construction contracts.

**COUNTY OF MILWAUKEE**  
**Department of Human Resources**  
INTER-OFFICE COMMUNICATION

DATE : 3/27/13

To : Committee on Finance, Personnel & Audit

FROM : Kerry Mitchell, Director of Human Resources 

SUBJECT : **Position Creation Under Consideration by the Committee**

A review of the duties to be assigned to the new position requested by the department resulted in the following recommendation:

Org. Unit	Title Code	No. of Positions	Recommended Title	Pay Range	Min/Max of Pay Range
9000	TBD	1	Parks POS Specialist	20	\$41,335.84 - \$47,984.56

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CHRIS ABELE, MILWAUKEE COUNTY EXECUTIVE  
JAMES KEEGAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURE

Date: April 1, 2013

To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

From: James Keegan, Interim Director, Milwaukee County Parks, Recreation and Culture

Subject: **Abolish one position of Graphics Assistant (Title Code 019524 Pay Grade 14) and create one position of Aquatics Supervisor (Title Code \_\_\_\_ Pay Grade 21M) – ACTION**

**POLICY**

The Department of Parks, Recreation and Culture (DPRC) respectfully requests the abolishment of one Graphics Assistant (Title code 019524), pay range 14, and the creation of one Aquatics Supervisor (Title code\_\_\_\_) with a recommended pay range of 21M.

**BACKGROUND**

The DPRC Lifeguard Corps (Corps) was officially established in 1946. The essence and foundation of the program still exists after 66 years. The Corps has had an impeccable safety record for its entire history and its standards far exceed the standards set by the State of Wisconsin and other well-known lifesaving agencies. The DPRC designed program was recognized by the State of Wisconsin as a certified Lifesaving Agency in the early 1990's. Two key contributors to the Corps' success are its uncompromising training and stringent operational standards.

The DPRC Aquatics section had 11 full-time employees including an Aquatics Director, an Assistant Aquatics Director and nine (9) Head Lifeguards. In the mid 2000's the full-time positions were abolished and the DPRC transitioned primarily to seasonal labor.

Currently there are two full-time employees, a Park Maintenance Worker II In-charge (PMW IC) and an Aquatics and Recreation Manager (also responsible for the Community Centers, Wilson Recreation, and the Sports Complex). The PMW IC is responsible for the day-to-day maintenance and operation of the aquatic facilities, deep well pools, and indoor pools and surrounding grounds.

A seasonal position of Aquatic Program Supervisor has been responsible for:

- ensuring the quality and successful certification of the training program
- lifeguard training
- competency testing
- compliance with stringent State codes
- the recruitment and on-boarding of over 350 lifeguards and other aquatics seasonal staff
- policy and procedure development and implementation
- payroll
- purchasing
- supervision

Over the last several years with the addition of new aquatic facilities, new staffing partnerships, new technology, pool mechanics (pool operation transferred from Field Operations staff to Aquatics staff in 2002), the time consuming and often difficult task of recruiting an adequate number of qualified lifeguards, and the increase in programming (e.g., water exercise and swimming lessons) the Aquatics section has required year-round seasonal support since the abolishment of the full-time positions. Because of this the DPRC is requesting that a full-time position of Aquatics Supervisor be created.

The Graphics Assistant position is currently vacant and those duties have been absorbed into the other Marketing section positions.

### **RECOMMENDATION**

The Department of Parks, Recreation and Culture (DPRC) is respectfully requesting to abolish one vacant position of Graphics Assistant (Title Code 019524) and create one position of Aquatics Supervisor (Title Code \_\_\_\_ ) at a recommended pay range of 21M.

Prepared by:

Approved:

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Laura Schloesser, Chief of Administration  
& External Affairs

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James Keegan, Interim Director

cc: County Executive Chris Abele  
Amber Moreen, Chief of Staff, County Executive's Office  
Kelly Bablitsch, Chief of Staff, County Board  
Supv. Willie Johnson, Co-Chair, Finance, Personnel and Audit Committee  
Supv. David Cullen, Co-Chair, Finance, Personnel and Audit Committee  
Supv. Jason Haas, Vice-Chair, Finance, Personnel and Audit Committee



Daniel Laurila, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS  
Janelle Jensen, Parks, Energy & Environment Committee Clerk  
Jessica Janz-McKnight, Research Analyst, County Board  
Kerry Mitchell, Director, Department of Human Resources

**-COUNTY OF MILWAUKEE-**  
INTEROFFICE COMMUNICATION

DATE : March 26, 2013

TO : Supervisor Marina Dimitrijevic, Chairwoman, Board of Supervisors

FROM : Craig Kammholz, Fiscal and Budget Administrator, DAS-Fiscal

SUBJECT : Request to abolish 1.0 FTE Graphics Assistant position (Title Code 00019524, pay range 14M) and create 1.0 FTE Aquatics Supervisor position (Title Code TBD, pay range 21M).

**REQUEST**

The Department of Parks, Recreation, and Culture (Parks) is requesting to abolish 1.0 FTE Graphics Assistant position (Title Code 00019524, pay range 14M) in the marketing division and create 1.0 FTE Aquatics Supervisor position (Title Code TBD, pay range 21M) in the aquatics division.

**BACKGROUND/ANALYSIS**

The position of Graphics Assistant has been vacant since September 2012. The duties of this position have been absorbed by other positions in the marketing division.

The aquatics division of the Parks Department consists of two full-time positions. The division is led by the Aquatics Manager, who is also responsible for Community Centers, Wilson Recreation, and the Milwaukee County Sports Complex. The Park Maintenance Worker In-Charge is responsible for day-to-day maintenance and operation of aquatic facilities. One position of Aquatic Program Supervisor – Seasonal has worked an average of 34.8 hours per week from 2010 to 2012, with hours spread roughly evenly throughout the year. This position has been responsible for several vital duties including lifeguard recruiting, training, and testing; compliance with state codes; and policy/procedure development. Due to the addition of new aquatic facilities and the year-round need for recruiting and training qualified lifeguards, Parks is requesting creation of a full-time position and a corresponding decrease in seasonal staffing.

The requested actions will eliminate a vacant position whose duties have been absorbed into other positions, create a position to perform critical functions for the aquatics division, and reduce amount of seasonal staffing needed in the aquatics division.

**RECOMMENDATION**

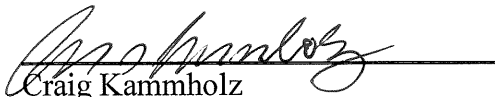
The Department of Administrative Services, Fiscal Affairs recommends that the request to abolish 1.0 FTE Graphics Assistant and create 1.0 FTE Aquatics Supervisor position be approved.

## FISCAL NOTE

Approval of this request will result in a net annual salary, social security, and benefit cost decrease of \$37,375 (a cost increase of \$7,735 due to the difference in salary between the full-time positions, more than offset by seasonal savings of \$45,110).

Assuming that the Aquatics Supervisor position is filled at the start of pay period 13 in 2013, the current year fiscal impact is a cost decrease of \$18,688. These figures include salary savings due to an annual reduction of 2080 hours allocated to Aquatics Program Supervisor - Seasonal positions.

Prepared by:  
Daniel Laurila  
278-4274

  
Craig Kammholz  
Fiscal and Budget Administrator

cc: Chris Abele, County Executive  
Supervisor Willie Johnson Jr., Co-Chair, Finance, Personnel & Audit Committee  
Supervisor David Cullen, Co-Chair, Finance, Personnel & Audit Committee  
Kerry Mitchell, Director, Human Resources  
Amber Moreen, Chief of Staff, County Executive's Office  
Kelly Bablitsch, Chief of Staff, County Board  
Steve Cady, County Board Fiscal and Budget Analyst  
Don Tyler, Director, Department of Administrative Services  
Jim Keegan, Interim Director, Parks  
Laura Schloesser, Chief of Admin & External Affairs, Parks

From the Committee on, Reporting on:

File No.

(ITEM NO. ) A resolution requesting to abolish 1.0 FTE Graphics Assistant (title code 00019524, pay range 14M) and create 1.0 FTE Aquatics Supervisor (title code TBD, pay range 21M).

### A RESOLUTION

WHEREAS, the Department of Parks, Recreation, and Culture (Parks) seeks to shift key year-round duties from seasonal staff to full-time staff; and

WHEREAS, a position of Aquatic Program Supervisor – Seasonal has been working year-round performing vital duties including recruiting and training of qualified lifeguards; and

WHEREAS, the aquatics division of Parks presently has two full-time employees and numerous seasonal employees; and

WHEREAS, Parks operates family water parks, deep well pools, and indoor pools; and

WHEREAS, this position action will allow Parks to achieve salary savings by reducing the amount of seasonal hours allocated to the aquatics division; and

WHEREAS, the fiscal impact of this position action would be an annual net cost decrease of approximately \$37,375; and

WHEREAS, the position of Graphics Assistant is presently vacant; and

WHEREAS, the Department of Administrative Services, Fiscal Affairs recommends that the following request effective April 25, 2013, be approved: abolish 1.0 FTE Graphics Assistant (title code 00019524, pay range 14M) and create 1.0 FTE Aquatics Supervisor (title code TBD, pay range 21M); now, therefore

BE IT RESOLVED, that the following position actions are approved, for the Department of Parks, Recreation, and Culture,:

<u>Action</u>	<u>Title</u>	<u>No. of FTEs</u>	<u>No. of Positions</u>
Abolish	Graphics Assistant	1.0	1
Create	Aquatics Supervisor	1.0	1

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** March 26, 2013

Original Fiscal Note ☒

Substitute Fiscal Note ☐

**SUBJECT:** Request to abolish 1.0 FTE Graphics Assistant and create 1.0 FTE Aquatics Supervisor.

### FISCAL EFFECT:

- |  |  |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact  | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required  | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input type="checkbox"/> Absorbed Within Agency's Budget   | <input type="checkbox"/> Decrease Capital Revenues     |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget   |  |
| <input checked="" type="checkbox"/> Decrease Operating Expenditures                                    | <input type="checkbox"/> Use of contingent funds       |
| <input type="checkbox"/> Increase Operating Revenues   |  |
| <input type="checkbox"/> Decrease Operating Revenues   |  |

*Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.*

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	-\$18,688	-\$37,375
	Revenue	\$0	\$0
	Net Cost	-\$18,688	-\$37,375
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

## DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. Parks requests to abolish 1.0 FTE Graphics Assistant (title code 00019524, pay range 14, Marketing Division) and create 1.0 Aquatics Supervisor (title code TBD, pay range 21M, Aquatics Division). Salary savings for seasonal positions would also be achieved in the Aquatics Division due to the Aquatics Supervisor taking on several year-round administration duties.

B/C. The direct cost of abolishing the Graphics Assistant and creating the Aquatics Supervisor is \$3,867 in the current year and \$7,735 in the subsequent year. This cost is more than offset by a reduction in seasonal employee costs of \$22,555 in the current year and \$45,110 in the subsequent year. The total savings associated with this request are \$18,688 in the current year and \$37,375 in the subsequent year. The estimated budget impact is the same as the direct cost.

D. The current year costs will be achieved assuming the Aquatics Supervisor is filled for 13 pay periods in 2013 at step 1 of pay range 21M. The analysis is based on 2013 Adopted Budget salary and fringe benefit rates, including a 1.5% wage increase in the 12<sup>th</sup> pay period.

Department/Prepared By Daniel Laurila, Fiscal & Management Analyst, DAS-Fiscal

Authorized Signature



Did DAS-Fiscal Staff Review? ☒ Yes ☐ No

Did CBDP Review?<sup>2</sup> ☐ Yes ☐ No ☒ Not Required

<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.


<sup>2</sup> Community Business Development Partners' review is required on all professional service and public work construction contracts.



**COUNTY OF MILWAUKEE**  
**Department of Human Resources**  
INTER-OFFICE COMMUNICATION

DATE : 3/27/13

TO : Committee on Finance, Personnel & Audit

FROM : Kerry Mitchell, Director of Human Resources 

SUBJECT : **Position Creation Under Consideration by the Committee**

A review of the duties to be assigned to the new position requested by the department resulted in the following recommendation:

Org. Unit	Title Code	No. of Positions	Recommended Title	Pay Range	Min/Max of Pay Range
9000	TBD	1	Aquatics Supervisor	21M	\$42,098.37 - \$48,596.08



*Milwaukee County*  
**Department of Human Resources**

14

DATE: March 28, 2013

TO: Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

FROM: Rick Ceschin, Deputy Director, Department of Human Resources and Secretary of the Civil Service Commission *RTC*

SUBJECT: Request to revise Civil Service Rule IV, Section 5 relating to probation of employees.

**Issue**

As provided in Chapter 33.05(1) of the Milwaukee County Code of General Ordinances, modifications or amendments to existing civil service rules shall be referred to the County Board for consideration prior to the item being considered by the Civil Service Commission.

The Department of Parks, Recreation and Culture, on behalf of both Parks and the Department of Transportation, is requesting that the Civil Service Commission amend Civil Service Rule IV, Section 5, to extend the probationary period for the position of Parks/Highway Maintenance Worker to one year (2,080 straight time hours) from the initial date of hire for persons hired after the effective date of the rule change.

**Background**

The Parks/Highway Maintenance Worker position is shared between Parks and the Highway Division of the Department of Transportation - the position reports to Parks for 33 weeks in temperate months and Highways for 19 weeks over the winter.

The probationary period for most classified positions is 1,040 straight time hours. However, due to the variable nature of the Parks/Highway Maintenance Worker position, a six-month probation is insufficient to properly assess the individual's ability to fulfill the duties and responsibilities in each function.

**Recommendation**

The Director, Department of Human Resources, recommends that the request of Parks, on behalf of Parks and DOT, be approved.

(ITEM ) From the Director, Department of Human Resources, recommending adoption of a resolution approving of a requested amendment to Civil Service Rule IV, Section 5 relating to the probationary period for Parks/Highway Maintenance Worker positions.

## A RESOLUTION

WHEREAS, pursuant to Chapter 33.05(1) of the Milwaukee County Code of General Ordinances, modifications or amendments to existing civil service rules shall be referred to the County Board for consideration prior to the item being considered by the Civil Service Commission; and

WHEREAS, the Department of Parks, Recreation and Culture, on behalf of both Parks and the Department of Transportation, is requesting that the Civil Service Commission amend Civil Service Rule IV, Section 5, to extend the probationary period for the position of Parks/Highway Maintenance Worker to one year (2,080 straight time hours) from the initial date of hire; and

WHEREAS, the Parks/Highway Maintenance Worker position is shared between Parks and the Highway Division of the Department of Transportation - the position reports to Parks for 33 weeks in the temperate seasons and Highways for 19 weeks over the winter; and

WHEREAS, the probationary period for most classified positions is 1,040 straight time hours; however, due to the variable nature of the Parks/Highway Maintenance Worker position, a six-month probation is insufficient to properly assess the individual's ability to fulfill the duties and responsibilities in each function; and

WHEREAS, the proposed change in probationary period would apply only to persons hired after the effective date of the rule change; and

WHEREAS, the Director, Department of Human Resources has reviewed the request and recommends approval of the amendment request to both the County Board and the Civil Service Commission; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby approves of the recommended change to Civil Service Rule IV, Section 5, to increase the probationary period for the position of Parks/Highway Maintenance Worker from 1,040 straight time hours to 2,080 straight time hours.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** March 28, 2013

Original Fiscal Note ☒

Substitute Fiscal Note ☐

**SUBJECT:** A resolution approving of a requested amendment to Civil Service Rule IV, Section 5 relating to probation of Parks/Highway Maintenance Worker positions.

### FISCAL EFFECT:

- ☒ No Direct County Fiscal Impact
- ☐ Existing Staff Time Required
- ☐ Increase Operating Expenditures  
(If checked, check one of two boxes below)
- ☐ Absorbed Within Agency's Budget
- ☐ Not Absorbed Within Agency's Budget
- ☐ Decrease Operating Expenditures
- ☐ Increase Operating Revenues
- ☐ Decrease Operating Revenues
- ☐ Increase Capital Expenditures
- ☐ Decrease Capital Expenditures
- ☐ Increase Capital Revenues
- ☐ Decrease Capital Revenues
- ☐ Use of contingent funds

*Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.*

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0
Capital Improvement Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0

## DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Adoption of this resolution is not anticipated to result in any fiscal effect.

Department/Prepared By Human Resources/Ceschin

Authorized Signature



Did DAS-Fiscal Staff Review? ☒ Yes ☐ No

Did CDBP Review?<sup>2</sup> ☐ Yes ☐ No ☒ Not Required

<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

<sup>2</sup> Community Business Development Partners' review is required on all professional service and public work construction contracts.

**DRAFT**

4-1-2013 FINANCE, PERSONNEL AND AUDIT COMMITTEE APPROPRIATION TRANSFERS  
 A DEPARTMENTAL – OTHER CHARGES File No. 13-1/13-343  
 (Journal, December 20, 2012)

**Action Required**

Finance, Personnel and Audit Committee  
 County Board (Majority Vote)

WHEREAS, department requests for transfers within their own accounts have been received by the Department of Administrative Services, Fiscal Affairs, and the Director finds that the best interests of Milwaukee County will be served by allowance of such transfers;

THEREFORE, BE IT RESOLVED, that the Director, Department of Administrative Services, is hereby authorized to make the following transfers in the 2013 appropriations of the respective listed departments:

	<u>From</u>	<u>To</u>
1) 2900 – Courts Pre-Trial Services		
New Low Org 2931 – AIM Grant		
6148 – Professional Services – Recurring Oper		\$90,173
New Low Org 2932 – Drug Court Evaluation		
6148 – Professional Services – Recurring Oper		\$831
New Low Org 2933 – Drug Court Coordinator		
6148 – Professional Services – Recurring Oper		\$99,376
New Low Org 2934 – Pre-Trial GPS Tracking		
6148 – Professional Services – Recurring Oper		\$1,917,111
2699 – Other Federal Grants	\$60,000	
New Low Org 2935 – SCRAM Program		
6148 – Professional Services – Recurring Oper		\$355,027
2299 – Other State Grants	\$204,201	
New Low Org 2936 – Intensive Supervision		
6148 – Professional Services – Recurring Oper		\$204,002
New Low Org 2937 – Pre-Trial Drug Testing		
6148 – Professional Services – Recurring Oper		\$188,916
New Low Org 2938 – TAD Grant		



## DRAFT

6148	– Professional Services – Recurring Oper		\$555,529
2425	– ARRA Courts TAD Grant	\$333,900	
New Low Org 2939 – Universal Screening			
6148	– Professional Services – Recurring Oper		\$1,116,332
Low Org 2911 – Pre-Trial Services			
6148	– Professional Services – Recurring Oper	\$4,527,347	
2699	– Other Federal Grants		\$60,000
2299	– Other State Grants		\$204,201
2425	– ARRA Courts TAD Grant		\$333,900

The Milwaukee County Circuit Courts Pre-Trial Services requests a fund transfer to reallocate expenditure authority and associated grant revenue into new low org units in order to better track several distinct programs.

The Courts Pre-Trial Services operates a number of programs for arrested individuals who have not yet gone to trial for their offense. These programs are designed to provide training, drug testing, tracking and other services to these individuals to reduce the likelihood of recidivism; and to provide improved information to actors in the criminal justice system and to help ensure proper bail levels, all in an effort to reduce the pre-trial jail population and to reduce crime in the long-term. All of these programs are provided by community organizations on a contract basis.

Presently, the budgets for all of these distinct programs are allocated to low org 2911 within agency 2900. The Fiscal Operations Manager of the Courts system is requesting authority to create new low org units within agency 2900 for each of these distinct programs, in order to better track the financial status of the several contracts. This is especially pertinent due to the Office of the Comptroller's request for monthly fiscal status updates from all departments.

This fund transfer would merely reallocate the budgets for each service to an individual low org unit within agency 2900.

There are no service or tax levy impacts as a result of this fund transfer.

Transfer signed by the County Executive April 1, 2013.

# DRAFT

4-1-2013 FINANCE, PERSONNEL AND AUDIT COMMITTEE APPROPRIATION TRANSFERS  
B DEPARTMENTAL  
File No. 13-1/13-343  
(Journal, December 20, 2012)

## Action Required

Finance, Personnel and Audit Committee

WHEREAS, department requests for transfers within their own accounts have been received by the Department of Administrative Services, Fiscal Affairs, and the Director finds that the best interests of Milwaukee County will be served by allowance of such transfers;

THEREFORE, BE IT RESOLVED, that the Director, Department of Administrative Services, is hereby authorized to make the following transfers in the 2013 appropriations of the respective listed departments:

		<u>From</u>	<u>To</u>
1) <u>9000 – Parks, Recreation, and Culture</u>			
6503	- Equipment Rental-Short Term	\$14,000	
0755	- Reserve for Imprest Fund		\$14,000

A fund transfer of \$14,000 is requested by the Director of Parks, Recreation and Culture to temporarily increase the Parks Department Imprest Fund from \$38,155 to \$52,155.

The Imprest Fund is used as start up cash for revenue producing operations in the Park System and to reimburse employees for petty cash purchases. Milwaukee County General Ordinances Section 15.17 authorizes the Parks Department to maintain an Imprest Fund in the amount of \$42,155 from November to April and \$56,155 from May to October. The additional funds are requested to ensure sufficient change is available for parking at summer events along the lakefront and the newly constructed David F. Schulz Aquatic Center. Experience has shown that the higher amount is needed to handle the number of vehicles anticipated in the summer.

The funds will be returned to the operations account in November through an appropriation transfer.

This fund transfer has no tax levy impact.

Transfer signed by the County Executive April 1, 2013.

## 2013 BUDGETED CONTINGENCY APPROPRIATION SUMMARY

2013 Budgeted Contingency Appropriation Budget	\$4,103,329
--	-------------

### Approved Transfers from Budget through April 1, 2013

4000 - Equipment rental for EMU	\$ 57,500
4300 - Equipment rental for EMU	\$ 600,000
1130 - Misc. legal fees related to MPM lease	\$ (100,000)

Unallocated Contingency Balance April 1, 2013	<u>\$4,660,829</u>
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Transfers Pending in Finance, Personnel & Audit Committee through  
April 1, 2013


Total Transfers Pending in Finance, Personnel & Audit Committee	\$ -
---	------

Net Balance	<u><u>\$ 4,660,829</u></u>
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**COUNTY OF MILWAUKEE**  
DEPARTMENT OF HUMAN RESOURCES  
INTER-OFFICE COMMUNICATION

DATE : April 1, 2013

TO : Chairwoman Marina Dimitrijevic, County Board of Supervisors

FROM : Kerry J. Mitchell, Director of Human Resources 

SUBJECT: **Revisions to Chapter 17.085 relating Temporary Assignments to Higher Classifications**

**REQUEST**

The Department of Human Resources (DHR) is recommending revisions to Chapter 17.085 of the Code of General Ordinance to revise the rules governing Temporary Assignments to Higher Classifications (TAHC).

**ISSUE**

In order to maintain services and operations, when a position is temporarily or permanently vacant, a department head may temporarily assign an employee to cover the duties of a higher classified position pending the return of the incumbent or until a permanent successor for the higher classified position is appointed.

Existing ordinances relating to TAHCs require compensation at the higher rate of pay for any employee who covers the duties of the higher classification for only three or more consecutive days. Due to this requirement to compensate for three days or more of service at the higher classification, there are many instances where employees receive the higher rate of pay for covering one week of duties for another employee who is simply on vacation. In most other professional environments – public or private – employees are assigned to cover short-term vacancies without additional compensation with the understanding that such short-term assignments are a fact of working life.

The attached ordinance revision allows for an employee serving on a TAHC to receive additional compensation when the assignment exceeds six consecutive weeks (30 working days). The change realigns short-term assignments as coverage duties while preserving the possibility of additional compensation for lengthier service. Department managers are prohibited from manipulating such assignments in order to prevent the TAHC'ed employee from receiving the higher rate of pay.

**RECOMMENDATION**

Please refer this item for consideration by the Committee on Finance, Personnel and Audit.

KJM:jam

Cc: County Executive Chris Abele  
Amber Moreen, Chief of Staff, County Executive's Office  
Kelly Bablitch, Chief of Staff, County Board  
Steve Cady, Fiscal & Budget Analyst, County Board  
Carol Mueller, Chief Committee Clerk

(ITEM ) From the Director, Department of Human Resources, recommending adoption of a resolution/ordinance to repeal and recreate Chapter 17.085 and amend Chapter 17.015 of the Milwaukee County Code of General Ordinances relating to Temporary Assignment to a Higher Classification, by recommending adoption of the following:

#### A RESOLUTION

WHEREAS, department heads are periodically faced with the challenge of covering a temporarily or permanently vacant position to maintain services for the public; and

WHEREAS, as provided in Chapter 17.085 of the Milwaukee County Code of General Ordinances, the department head may temporarily assign an employee to cover the duties of a higher classified position pending the return of the incumbent, or until a permanent successor for the higher classified position is appointed; and

WHEREAS, in many cases the Temporary Assignment to a Higher Classification (TAHC) serves to bridge the gap between an employee's departure and the completion of the recruitment of a replacement; and

WHEREAS, the existing ordinances relating to Temporary Assignments to Higher Classification (TAHC) require compensation at the higher rate of pay for any employee who covers the duties of the higher classification for only three or more consecutive days; and

WHEREAS, due to the requirement to compensate for three days or more of service at the higher classification, there are many instances where employees receive the higher rate of pay for covering one week of duties for another employee who is simply on vacation; and

WHEREAS, in most other professional environments – public or private – employees are assigned to cover short-term vacancies without additional compensation with the understanding that such short-term assignments are a fact of working life; and

WHEREAS, in its current form, the Ordinance requires supplemental paperwork from departments, manual workarounds in the human resource information system, tracking and reporting, and occasionally serves as a source of conflict for those who did not receive the TAHC in the favor of another; and



WHEREAS, in the Department's continuing efforts to increase operational efficiencies, the Department will present to the appropriate authority – legislative, administrative or the civil service commission – proposals to revise such rules or ordinances as necessary; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby repeals and recreates Chapter 17.085 and amends Chapter 17.015 of the Milwaukee County Code of General Ordinances by adopting the following:

#### **AN ORDINANCE**

The County Board of Supervisors of the County of Milwaukee does ordain as follows:

**SECTION 1.** Chapter 17.085 of the General Ordinances of Milwaukee County is repealed and recreated as follows:

##### **17.085. - Temporary assignments.**

(1) The following provisions apply to all employees except to the extent it is inconsistent with a provision of an applicable collective bargaining agreement. When necessary to maintain the delivery of quality public services, a department manager may assign an employee to fill a temporary or permanent vacancy in the classified or unclassified service, as set forth below.

(a) If a position is permanently vacant and a certification request has been forwarded to the department of human resources and approved to be filled by the department of administrative services, an employee may be temporarily assigned to perform the duties of the vacant position for ninety (90) days or less. One extension of the temporary assignment for no more than an additional ninety (90) days may be approved by the Director of Human Resources. Temporary assignments in excess of 180 days must be approved by the County Board.

(b) If a position is temporarily vacant, the position may be filled by a temporary assignment for ninety (90) days or less. Extensions beyond the ninety (90) days must be approved by the director of human resources. Temporary assignments in excess of 180 days must be approved by the County Board.

(c) Employees temporarily assigned to a position in a higher classification shall receive the rate of pay for the higher classification if the assignment predominantly includes the duties of the higher classification for at least thirty (30) consecutive scheduled work days, inclusive of holidays. The

71 higher rate of pay shall commence after the thirtieth day of consecutive  
72 service of temporary duties and such pay shall be consistent with Section  
73 17.09(1) of these ordinances. Department managers shall not  
74 unreasonably interrupt or terminate consecutive scheduled work days to  
75 circumvent the provisions of this section.

76 (d) Employees temporarily assigned to perform the functions of a position in a  
77 lower classification shall continue to receive the full rate of pay assigned to  
78 his or her permanent position, regardless of the length of the assignment.

79 (e) Employees temporarily assigned to a higher classification shall not be  
80 entitled to accrue additional vacation, holiday, personal, or sick time due to  
81 service in the temporary assignment different from the employee's  
82 entitlement in their permanent position, with the exception of increased  
83 pay pursuant to paragraph (c) above. An employee assigned to a lower  
84 classification shall not have any diminution of benefits based on the time  
85 served in the temporary assignment.

86 (f) Temporary assignments may be terminated at the discretion of  
87 department management or the Director, Department of Human  
88 Resources.

89  
90 **SECTION 2.** Chapter 17.015 of the General Ordinances of Milwaukee County is  
91 amended as follows:

92 **17.015. - Continuation of certain compensation and fringe benefits for former**  
93 **members of AFSCME.**

94 (1) This ordinance is effective upon the decertification by the Wisconsin  
95 Employment Relations Commission, pursuant to  
96 ERC 73.01, 73.03(7)(b) and any other applicable provision of the  
97 Wisconsin Administrative Code, of the American Federation of State,  
98 County and Municipal Employees (AFSCME) as a collective bargaining  
99 unit and as the bargaining representative for its members.

100 (2) Notwithstanding any provision of these ordinances to the contrary, for  
101 employees who were represented by AFSCME as of January 30, 2012,  
102 all provisions of the 2007-08 collective bargaining agreement between  
103 AFSCME and Milwaukee County are adopted by reference and  
104 incorporated herein, except as set forth in the following paragraph, until  
105 such time that the county board of supervisors and the county  
106 executive can consider other action.

107 (3) The following sections of the AFSCME 2007-08 collective bargaining  
108 agreement have already been addressed, as noted parenthetically  
109 below, by the county board and county executive, and therefore, are

not incorporated herein and are excepted from the provisions of the preceding paragraph:

- (a) 2.03 Salary Increment (M.C.O. 17.10)
- (b) 2.04 Overtime (M.C.O. 17.16)
- (c) 2.14 Auto Allowance (M.C.O. 5.06)
- (d) 2.16 Contribution to Retirement System (M.C.O. Chapter 201.24 (3.11) Employee Contribution, (3.3) Employee Membership Accounts, (3.5) Refunds, upon severance or death)
- (e) 2.17(1)(b)(c) and (d), and 2.17(2) Retirement Benefits (M.C.O. Chapter 201.24 (2.18) Normal Retirement Age, (4.1) Normal Retirement, (5.1) Normal Pension)
- (f) 2.17(8) Sick Allowance Balance on Retirement, upon adoption of resolution 11-20 (M.C.O. 17.184)
- (g) 2.18 Life Insurance (M.C.O. Chapter 62 Life Insurance)
- (h) 2.19 Employee Health Insurance (M.C.O. 17.14(7) Milwaukee County Group Health Benefit Program)
- (i) 2.192 Dental Insurance (M.C.O. 17.14(9) County Dental Benefit Plan)
- (j) 3.02 Full-Time Representative
- (k) 3.15 Fair Share Agreement (Wisconsin Act 10 and Act 32, no longer allow for the collection of union dues on bargaining agreements that have expired)
- (l) 3.16 Voluntary Political Contributions (halted as a result of Act 10 and Act 32)
- (m) 4.01 Resolution of Disputes, 4.02 Grievance Procedure, 4.05 Selection of and Appeals to Umpire and 4.06 Disciplinary Suspensions not Appealable under s. 63.10, Wis. Stats. (Civil Service Rules, M.C.O. 17.207 and s. 63.10, Wis. Stats.)
- (n) 2.11 Temporary Assignments (M.C.O. 17.085)

**SECTION 3.** The provisions of this ordinance shall be effective upon passage and publication.

# MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 4/1/13

Original Fiscal Note ☒

Substitute Fiscal Note ☐

**SUBJECT:** The department is requesting to amend ordinance so that a Temporary Assignment to a Higher Classification (TAHC) is only paid if longer than 6 weeks or 42 consecutive calendar days or more.

## FISCAL EFFECT:

- |  |  |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact  | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required  | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input type="checkbox"/> Absorbed Within Agency's Budget   | <input type="checkbox"/> Decrease Capital Revenues     |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget   |  |
| <input checked="" type="checkbox"/> Decrease Operating Expenditures                                    | <input type="checkbox"/> Use of contingent funds       |
| <input type="checkbox"/> Increase Operating Revenues   |  |
| <input type="checkbox"/> Decrease Operating Revenues   |  |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	-24,498	-37,298
	Revenue	0	0
	Net Cost	-24,498	-37,298
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

## DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
  - B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
  - C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
  - D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
- A. The department is requesting to amend ordinance so that a Temporary Assignment to a Higher Classification (TAHC) is only paid if longer than 6 weeks or 42 consecutive calendar days or more.
- B. Based on the best available data for 2012, the County paid on 134 TAHC periods that were 41 calendar days or less. The total additional salary paid on these TAHCs were \$36,204. Assuming a 1.5 percent increase in salaries in 2013 and 2014 and similar actions by departments, the approximate annual savings for would be \$36,747 and \$37,298 respectively. Assuming that the ordinance takes affect on May 1, 2013, the County would save approximately \$24,498 with 8 months of policy change in effect. Additionally, time will be saved in administrative overhead, as the TAHC process is labor and paper intensive. However, no direct fiscal savings is achievable due to the reduction in administrative overhead because no one specific position is responsible for TAHCs.
- C. There are no budgetary impacts for the current year or subsequent years. The direct costs of TAHCs have never been budgeted directly, but have been absorbed by departments in their salary costs. In circumstances where TAHCs are filling vacant positions, the TAHC cost is covered by the budgeted salary of the vacant position. In circumstances where TAHCs are filling positions with employees out on leave, departments typically absorb such costs through other vacant positions or salary savings.
- D. Due to the varying nature of TAHCs and the data available to estimate such costs, the amounts used in this are best estimates of potential savings. The data provided included all of 2012 TAHCs as recorded in the payroll system. Dates documented in the system are a solid indicator of dates paid, but variances due exist which are not easily accounted for, such as weekends and holidays which may not have been paid if the employee did not work. This fiscal note also assumes that the actions taken in 2013 to temporarily assign employees to higher classification will closely resemble the

<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

actions taken in 2012. It is impossible to predict otherwise as TAHCs are generally used to cover medical leave, vacations and vacancies.

Department/Prepared By Cynthia J. Pahl

Authorized Signature



Did DAS-Fiscal Staff Review?

☒

Yes

☐

No

Did CBDP Review?<sup>2</sup>

☐

Yes

☐

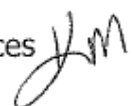
No

☒ Not Required

<sup>2</sup> Community Business Development Partners' review is required on all professional service and public work construction contracts.



**COUNTY OF MILWAUKEE**  
**Department of Human Resources**  
INTER-OFFICE COMMUNICATION

**DATE** : April 1, 2013  
**To** : Committee on Finance, Personnel & Audit  
**FROM** : Rick Ceschin, Deputy Director of Human Resources   
**SUBJECT** : **Informational Report for 04/18/2013**  
**Finance, Personnel & Audit Committee Meeting**

Attached are a series of informational reports listing various personnel transactions that the Director of Human Resources intends to approve for implementation.

These reports (*reclassifications, advancements within the pay range, reallocations, and revisions to Executive Compensation Plan [ECP]*) are provided in accordance with the provisions of Chapter 17 and may be included on the agenda of the April 18, 2013 Finance, Personnel & Audit Committee Meeting for informational purposes.

In the event the Finance, Personnel & Audit Committee takes no action, the transactions noted on the reports will be implemented.

RC:jam

Copy: HR Managers

**RECLASSIFICATION REPORT**  
**Finance, Personnel & Audit Committee: April 2013**

In accordance with the provisions of 17.05 of the Milwaukee County General Ordinances, the Director of Human Resources intends to reclassify the position noted below. The Department of Administration has verified that funds are available within the adopted budget to cover the cost associated with this action.

Requestor	Org	Number of Positions	Current Classification	Current Pay Grade	Proposed Classification	Proposed Pay Grade	Pay Rate Steps	Pay Rates (Hrly)	Annual Pay Rate	Justification
DHHS	8000	2	Housing and Development Program Coordinator	28M	Housing Program Manager	33M	01	\$31,718.5	\$55,974.48	*Change in Duties, Job Classification and Pay Equity/Liability Concerns
							02	\$33,112.2	\$68,873.38	
							03	\$34,481.3	\$71,721.10	
							04	\$36,142.3	\$75,175.98	
							05	\$37,803.8	\$78,631.90	
DHHS	8000	1	Housing and Community Development Special Needs Coordinator	28M	Housing Program Manager	33M	01	\$31,718.5	\$55,974.48	*Change in Duties, Job Classification and Pay Equity/Liability Concerns
							02	\$33,112.2	\$68,873.38	
							03	\$34,481.3	\$71,721.10	
							04	\$36,142.3	\$75,175.98	
							05	\$37,803.8	\$78,631.90	
Parks	9000	1	Conservatory Director	29M	Horticultural Director	914E	01	\$26,140.7	\$54,372.66	*Change in Duties: As a result of the interchange project, the greenhouse is being relocated to the Domes. Duties have expanded to include Greenhouse facilities
							02	\$27,447.7	\$57,091.22	
							03	\$28,754.6	\$59,809.57	
							04	\$30,014.0	\$62,429.12	
							05	\$31,369.5	\$65,246.69	
							06	\$32,345.7	\$67,285.90	
							07	\$33,328.9	\$69,324.11	
							08	\$33,982.7	\$70,684.02	
Parks	9000	1	Horticulturist 2 In Charge	22	Horticultural Supervisor	24M	01	\$22,425.2	\$46,644.42	*Change in Duties: As a result of the interchange project, the greenhouse is being relocated to the Domes. Duties have expanded to include Greenhouse facilities
							02	\$23,282.6	\$48,427.81	
							03	\$24,138.3	\$50,207.66	
							04	\$24,993.8	\$51,987.10	
							05	\$26,125.2	\$54,340.42	

\* Change in Duties has to reflect a weight of 25% or more.

RECLASS  
DAS FISCAL FORM  
3/28/2013

RECLASSIFICATION DAS FISCAL FORM

Department: Department of Health and Human Services

Date of Reclass Request: March 28, 2013

Date of anticipated reclass: April 25, 2013

Item	Org Unit	Low Org	Title Code	Position Name	Pay Range	Step	No. of Positions	FTEs	Hourly Rate	Biweekly Salary	Social Security	Fringe Benefits**	Pay Periods Remaining	2013 total	Annual Total
EXISTING POSITION(S):															
1	8000	8500	00008410	Housing & Com Dev Special Needs	28M	05	1	1.0	30.35	2,428	186	967	15	53,559	92,835
2	8000	8500	00008400	Housing & Development Prog Coord	28M	04	1	1.0	28.96	2,317	177	939	15	51,497	89,262
3	8000	8500	00008400	Housing & Development Prog Coord	28M	05	1	1.0	30.35	2,428	186	967	15	53,559	92,835
														SUBTOTAL:	158,615
RECLASS POSITION(S):															
1	8000	8500	TBD	Housing Program Manager	33M	01	1	1.0	31.72	2,537	194	974	15	55,577	96,334
2	8000	8500	TBD	Housing Program Manager	33M	01	1	1.0	31.72	2,537	194	974	15	55,577	96,334
3	8000	8500	TBD	Housing Program Manager	33M	01	1	1.0	31.72	2,537	194	974	15	55,577	96,334
														SUBTOTAL:	166,732
														TOTAL COST:	3,117

\* Pension Fixed Rate for 2013 = 15.51% of salary (No impact on Health Insurance of this action)

DOES THE DEPARTMENT HAVE SUFFICIENT FUNDS FOR THE RECLASS: Yes

DOES DAS APPROVE THE ABOVE MENTIONED RECLASSIFICATIONS? Yes

COMMENT/NARRATIVE (optional): Both positions have additional and higher level responsibilities.

  
FISCAL AND BUDGET ADMINISTRATOR

3/28/13  
DATE

RECLASS  
DAS FISCAL FORM  
3/27/2013

REALLOCATION DAS FISCAL FORM

Department: Parks

Date of Reclass Request: March 27, 2013

Date of anticipated reclasses: April 16, 2013

Item	Org Unit	Low Org	Title Code	Position Name	Pay Range	Step	No. of Positions	FTEs	Hourly Rate	Biweekly Salary	Social Security	Fringe Benefits*	Pay Periods Remaining	2013 total	Annual Total
EXISTING POSITION(S):															
1	9000	9176	41360	Conservatory Director	29M	5	1	1.0	32.19	2,670	197	980	16	60,038	97,962
2	9000	9176	40511	Horticulturist 2 in Charge	22	2	1	1.0	22.66	1,814	139	862	16	48,035	73,182
														SUBTOTAL:	108,073
RECLASS POSITION(S):															
1	9000	9176	TBD	Horticultural Direct	914E	6	1	1.0	32.83	2,627	201	985	16	61,847	99,201
2	9000	9176	TBD	Horticultural Supervisor	24M	2	1	1.0	23.63	1,891	145	874	16	48,540	75,627
														SUBTOTAL:	107,586
TOTAL COST:														2,613	4,084

\* Pension Field Rate for 2013 = 15.51% of salary

DOES THE DEPARTMENT HAVE SUFFICIENT FUNDS FOR THE RECLASS:

Yes

DOES DAS APPROVE THE ABOVE MENTIONED RECLASSIFICATIONS?

Yes

COMMENT/NARRATIVE (optional):

  
FISCAL AND BUDGET ADMINISTRATOR

3/27/13  
DATE

ADVANCEMENT WITHIN THE PAY RANGE REPORT  
Finance, Personnel & Audit Committee: April 2013

In accordance with the provisions of 17.10 of the County General Ordinances, the Director of Human Resources intends to approve the advancement within the pay range for the positions noted below.  
The Department of Administration has verified that funds are available within the adopted budget to cover the cost associated with these actions.

REQUESTOR	ORG UNIT	TITLE CODE / POSITION #	CURRENT CLASSIFICATION	PAY GRADE	PAY RANGE		CURRENT RATE	REQUESTED RATE	EST. FISCAL YEAR IMPACT**	JUSTIFICATION
					MIN	MAX				

-Currently, There are NO "Advancements within the Pay Range" to Report for April 2013-

**Reallocation Report**  
**Finance, Personnel & Audit Committee Meeting**  
**April 2013**

In accordance with the provisions of 17.666 of the County General Ordinances, the Director of Human Resources intends to reallocate the positions noted below.  
 The Department of Administration has verified that funds are available within the adopted budget.

DEPT	TITLE CODE	NO. OF POSITIONS	CURRENT CLASSIFICATION	CURRENT PAY RANGE	STEPS	CURRENT PAY RATE	RECOMMENDED PAY RANGE	STEPS	RECOMM ENDED PAY RATE	PAY STEP	NEW PAY RATE	CURR YEAR DIFF	SUB YEAR DIFF	MAX YEAR DIFF	REASON
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-Currently, There are 00 "Reallocations" to Report for April 2013-




**REVISIONS TO Executive Compensation Plan (ECP) REPORT**  
**Finance, Personnel & Audit Committee Meeting**  
**April 18, 2013**

**Currently, there are no "Revisions to ECP" to report.**

**COUNTY OF MILWAUKEE**  
**Department of Human Resources**  
INTER-OFFICE COMMUNICATION

DATE : April 1, 2013

To : Committee on Finance, Personnel & Audit

FROM : Rick Ceschin, Deputy Director of Human Resources 

SUBJECT : **Informational Reports 04/18/13**  
**For Finance, Personnel & Audit Committee Meeting**

Attached is an informational report listing ***appointments at an advanced step of the pay range***, which the Director of Human Resources has approved.

These reports are provided in accordance with the provisions of Chapter 17 of the County General Ordinances and may be included on the agenda of the April 18, 2013 Finance, Personnel & Audit Committee Meeting for informational purposes

RC:jam

Attachment

Pay Ranges  
 Department  
 Finance, Personnel & Audit Committee Report  
 April 2013

Page 1 of 2

REQUESTOR	ORG UNIT	PREVIOUS CLASSIFICATION	CURRENT CLASSIFICATION	PAY GRADE	# OF STEPS	REQUESTED HOURLY RATE	ANNUALIZED SALARY BY STEPS	APPOINTED STEP	APPOINTED DATE	EST. FISCAL YEAR IMPACT**	JUSTIFICATION
BHD - Behavioral Health Div	6300	N/A	Accountant 3	21	01	\$ 20,642.6	\$ 42,936.61	04	02/18/2013	\$4,368.42	New Hire Appointment / 20+ Experience
					02	\$ 21,465.9	\$ 44,649.07				
					03	\$ 22,342.0	\$ 46,471.36				
					04	\$ 23,069.5	\$ 47,984.56				
					05	\$ 23,628.5	\$ 49,563.28				
BHD - Behavioral Health Div	6300	Human Ser Wkr Aging	Quality Assurance Coordinator	29	01	\$ 26,462.4	\$ 55,041.79	02	03/04/2013	\$2,166.51	Promotional Appointment / 14+ yrs Experience/Education
					02	\$ 27,722.0	\$ 57,661.76				
					03	\$ 28,954.6	\$ 60,225.57				
					04	\$ 30,349.7	\$ 63,127.38				
					05	\$ 31,715.3	\$ 65,967.82				
BHD - Behavioral Health Div	6300	N/A	House Physician I - Hourly	40XM	01	\$ 57,457.8	\$ 119,512.22	03	03/04/2013	\$7,038.93	New Hire Appointment / Recruitment at Market Rate
					02	\$ 59,468.7	\$ 123,694.90				
					03	\$ 61,550.2	\$ 128,024.42				
					04	\$ 63,704.4	\$ 132,505.15				
					05	\$ 65,933.9	\$ 137,142.51				
					06	\$ 68,241.8	\$ 141,942.84				
					07	\$ 70,630.2	\$ 146,910.82				
BHD - Behavioral Health Div	6300	N/A	BH Staff Psychiatrist - Hourly	44PM	01	\$ 82,819.0	\$ 172,263.52	03	*TBD	-	New Hire Appointment / Recruitment at Market Rate
					02	\$ 85,717.7	\$ 178,292.82				
					03	\$ 88,717.8	\$ 184,533.02				
					04	\$ 91,823.0	\$ 190,991.84				
					05	\$ 95,036.7	\$ 197,676.34				
					06	\$ 98,363.0	\$ 204,595.04				
					07	\$ 101,805.7	\$ 211,755.86				
BHD - Behavioral Health Div	6300	N/A	BH Staff Psychiatrist - Hourly	44PM	01	\$ 82,819.0	\$ 172,263.52	05	*TBD	-	New Hire Appointment / Experience/Education
					02	\$ 85,717.7	\$ 178,292.82				
					03	\$ 88,717.8	\$ 184,533.02				
					04	\$ 91,823.0	\$ 190,991.84				
					05	\$ 95,036.7	\$ 197,676.34				
					06	\$ 98,363.0	\$ 204,595.04				
					07	\$ 101,805.7	\$ 211,755.86				

Prepared by Sally Gorski 03/18/2013  
 Reviewed by Katrina Evans 03/22/2013  
 Revised 03/29/2013 ke

\*0629984.xls

**Appointments at an Advanced Step of the Pay Range**  
**Finance, Personnel & Audit Committee Report**  
**April 2013**

REQUESTOR	ORG UNIT	PREVIOUS CLASSIFICATION	CURRENT CLASSIFICATION	PAY GRADE	# OF STEPS <sup>**</sup>	REQUESTED HOURLY RATE	ANNUALIZED SALARY BY STEPS	APPOINTED STEP	APPOINTED DATE	EST. FISCAL YEAR IMPACT <sup>**</sup>	JUSTIFICATION
DHHS - Dept. Health and Human Services	8000	N/A	Human Ser Wkr Bl Sp	16C	01	\$ 16.0074	\$ 33,295.39	06	03/11/2013	\$3,725.90	New Hire Appointment / Recruitment at Market Rate
					02	\$ 16.3806	\$ 34,071.65				
					03	\$ 16.7537	\$ 34,847.70				
					04	\$ 17.2648	\$ 35,910.78				
					05	\$ 17.7536	\$ 36,927.49				
					06	\$ 18.2252	\$ 37,908.42				
					07	\$ 18.7830	\$ 39,068.64				
					08	\$ 19.3138	\$ 40,172.70				
					09	\$ 19.8730	\$ 41,335.84				
					10	\$ 20.6426	\$ 42,936.61				
					11	\$ 21.4659	\$ 44,649.07				
					12	\$ 22.3420	\$ 46,471.36				
					13	\$ 23.0695	\$ 47,984.56				
					14	\$ 23.8285	\$ 49,563.28				
					15	\$ 24.7311	\$ 51,440.69				
					16	\$ 25.1942	\$ 52,403.94				
					17	\$ 25.6422	\$ 53,335.78				
DAS Admin and Fiscal Affairs	1151	Capital Finance Analyst 3	Fiscal and Strategic Planning Coordinator	38M	01	\$ 39.4385	\$ 82,032.08	04	*TBD	-	Promotional
					02	\$ 41.1010	\$ 85,490.08				
					03	\$ 42.7638	\$ 88,948.70				
					04	\$ 44.9601	\$ 93,517.01				
					05	\$ 47.7234	\$ 99,264.67				

\*Bold shaded border denotes rates of incumbents

\*\*Current Year fiscal impact amount is based upon number of weeks remaining in 2013 from date of appointment and the difference from the required rate to the advanced rate. Based on 40 Hour Work Week


Report by DHS Gariki 03/18/2013  
 Reviewed by Katrina Evans 03/22/2013  
 Revised 03/29/2013 ke

**Revised 4-11-13**

**COUNTY OF MILWAUKEE**  
**Department of Human Resources**  
INTER-OFFICE COMMUNICATION

DATE : April 11, 2013

To : Committee on Finance, Personnel & Audit

FROM : Rick Ceschin, Deputy Director of Human Resources 

SUBJECT : **Informational Reports 04/18/2013**  
**For Finance, Personnel & Audit Committee Meeting**

Attached are a series of informational reports relative to ***dual employment, emergency appointment, and temporary appointment.*** Also included is an informational report relative to ***temporary assignments to a higher classification,*** which is updated through March 25, 2013.

These reports are provided in accordance with the provisions of Chapter 17 of the County General Ordinances.

RC:jam

Attachments

**Dual Employment Report**  
**Finance, Personnel & Audit Committee Meeting**  
**April 18, 2013**

<u>Organizational Unit</u>	<u>Name</u>	<u>Current Classification</u>	<u>Current Pay Range</u>	<u>Dual Employment</u>	<u>Dual Employment Pay Range</u>
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Currently, there are no "Dual Employments" to report.



Emergency Appointment Report  
Finance, Personnel & Audit Committee Meeting  
April 18, 2013

Requestor	Dept	Last Name	First Name	Title Description	Employee Class	Status	Emergency Appt Date	Pay Range
HR	1144	Braatz	Lynda	Mgmt Asst - Human Res	F	A	1/14/2013	06PM
DHHS	8525	Collura	Andrew	Housing Prog Asst Rent Asst	F	A	12/10/2012	16Z
DHHS	8921	Fonseca	Wilma	Detent Home Supt	F	A	9/17/2012	915E
DHHS	8528	Gant	Evans	Housing Prog Analyst	F	A	5/20/2012	18
DHHS	8524	Tsounis	Diane	Housing Inspector	F	A	10/22/2012	20M

**Temporary Appointment Report**  
**Finance, Personnel & Audit Committee Meeting**  
**April 18, 2013**

Requestor	Dept	Last Name	First Name	Title Code	Title Description	Emp Class	Status	# of Hours in Payroll Period	Temporary Appt Date	Appt Type
Department of Transportation-Highways	5140	Brandt	Richard	32610	Highway Mtce Wkr 1	F	A	80	11/5/2012	TA
Department of Transportation-Highways	5160	Brown	Bobby	32610	Highway Mtce Wkr 1	F	A	80	10/29/2012	TA
Department of Transportation-Highways	5160	Critton	Mickey	32610	Highway Mtce Wkr 1	F	A	80	11/26/2012	TA
Department of Transportation-Highways	5140	DeJesus	Carlos	32610	Highway Mtce Wkr 1	F	A	80	11/11/2012	TA
Department of Transportation-Highways	5140	Efta	John	32610	Highway Mtce Wkr 1	F	A	80	11/11/2012	TA
Department of Transportation-Highways	5160	Finiels	David	32610	Highway Mtce Wkr 1	F	A	80	10/29/2012	TA
Department of Transportation-Highways	5140	Gallam	Stephen	32610	Highway Mtce Wkr 1	F	A	80	10/29/2012	TA
Department of Transportation-Highways	5110	Hogans	Nate	32610	Highway Mtce Wkr 1	F	A	80	1/6/2013	TA
Department of Transportation-Highways	5120	Johnson	Dennis	32610	Highway Mtce Wkr 1	F	A	80	11/5/2012	TA
Department of Transportation-Highways	5140	Kirkpatrick	Roger	32610	Highway Mtce Wkr 1	F	A	80	10/30/2012	TA
Department of Transportation-Highways	5140	Laack	Jerome	32610	Highway Mtce Wkr 1	F	A	80	11/5/2012	TA
Department of Transportation-Highways	5140	Luedtke	Michael	32610	Highway Mtce Wkr 1	F	A	80	11/5/2012	TA
Department of Transportation-Highways	5160	Manka	John	32610	Highway Mtce Wkr 1	F	A	80	11/5/2012	TA
Department of Transportation-Highways	5110	Mc Kay	Dwayne	32610	Highway Mtce Wkr 1	F	A	80	11/5/2012	TA
Department of Transportation-Highways	5110	Medrek	George	32610	Highway Mtce Wkr 1	F	A	80	11/15/2012	TA
Department of Transportation-Highways	5120	Minter	Anthony	32610	Highway Mtce Wkr 1	F	A	80	11/26/2012	TA
Department of Transportation-Highways	5140	Radakovich	Keith	32610	Highway Mtce Wkr 1	F	A	80	11/5/2012	TA
Department of Transportation-Highways	5110	Rewolinski	Michael	32610	Highway Mtce Wkr 1	F	A	80	1/13/2013	TA
Department of Transportation-Highways	5160	Rodriguez	Alvin	32610	Highway Mtce Wkr 1	F	A	80	11/5/2012	TA
Department of Transportation-Highways	5120	Simmons	Tyrone	32610	Highway Mtce Wkr 1	F	A	80	11/5/2012	TA
Department of Transportation-Highways	5160	Stueck	Donald	32610	Highway Mtce Wkr 1	F	A	80	11/5/2012	TA
Department of Transportation-Highways	5120	Tersen	Douglas	32610	Highway Mtce Wkr 1	F	A	80	11/5/2012	TA
Department of Transportation-Highways	5140	Zieman	Robert	32610	Highway Mtce Wkr 1	F	A	80	11/5/2012	TA

**Temporary Assignment to a Higher Classification (TAHC) Report**  
**Finance, Personnel & Audit Committee Meeting**  
**April 18, 2013**

DEPT	FIRST NAME	LAST NAME	CURRENT JOB TITLE	OLD PAY RANGE	NEW PAY RANGE	TAHC JOB TITLE	ORIG START	EXTENDED/NEW DATE	END DATE	TYPE OF EXT
										File No.
BHD	Teri	Jenkins	Clerical Asst 1	03P	22M	Qual Mgmt Adm Asst	4/1/2012	10/1/2012	indefinite	12-881
BHD	Patricia	Meehan	Quality Impr & Risk Coord	28MN	902E	ExDir2-Associate Admin of Nursing	12/31/2012	4/1/2013	6/29/2013	adm
BHD	Jeanine	Joe	Clerical Asst 1	03P	04P	Fiscal Asst II*	1/21/2013	4/1/2013	6/29/2013	adm
BHD	Marcia	Rosales	Occupational Therapist	26NT	31M	Rehab Serv Supervisor	2/26/2013		5/17/2013	
District Attorney	Sanetran	Johnson	Victim Wit Adv-Exempt	16A	26M	Victim Witness Supervisor	3/31/2013		6/1/2013	
DHHS	Alba	Mendez	Housing Program Asst	16Z	19	Housing Prog Asst-Special Needs	2/25/2013		5/24/2013	
DOT-Fleet Maintenance	Sam	Dekeyser	Auto & Equip Serv Tech Asst	15DC	19	Auto & Equip Svs Tech*	1/22/2013	3/19/2013	5/20/2013	adm
DOT-Directors Office	James	Martin	Fiscal & Perf Mgmt Coord	38M	38M	Director of Operations	11/5/2012	2/3/2013	5/3/2013	adm
Parks	Megan	Roszak	Clubhouse Concess Mgr	915E	916E	Asst. Chief of Rec/Bus Op	1/21/2013		4/20/2013	
Parks	Amy	Popp	Park Patrol Seasonal	1	7PM	Park Ranger IC*	2/17/2013		5/17/2013	
Parks	Ryan	Peters	Park Worker 3 Seas	5108	18Z	Park Mtce Wrkr 2-IC*	3/18/2013		6/15/2013	
Parks	Rahsaan	Gibson	Airport Mtce Worker	15KZ	15KZ	Airport Mtce Worker IC*	3/18/2013		5/3/2013	
Parks	Jon	Peltonen	Park Mtce Worker II IC	18Z	22M	Park Unit Coord I-Golf*	12/27/2012	3/17/2013	6/14/2013	adm
Parks	Jim	Keegan	ExDir2Chief of PlantPartPo	902E	903E	Interim Parks Director	8/27/2012	4/9/2013	8/13/2013	13-227
Parks	Jill	Organ	Engineer	32A	902E	Chief of Planning & Development	9/14/2012	4/9/2013	8/13/2013	13-227
Parks	Charlotte	Kurzawa	Office Asst 3 Seas	12	7PM	Senior Executive Asst.	12/2/2012	4/9/2013	8/13/2013	13-227
Parks	Michael	Stein	Park Mtce Worker II IC	18Z	24M	Park Unit Coord I-Golf*	3/18/2013		6/15/2013	
Sheriff Dept	Mary	Sawczuk	Deputy Sheriff I	17BZ	22B	Dep. Sheriff Sergeant*	9/21/2012	3/21/2013	6/18/2013	adm
Sheriff Dept	Daniel	Carter	Deputy Sheriff I	17BZ	22B	Dep. Sheriff Sergeant*	9/21/2012	3/21/2013	6/18/2013	adm
Sheriff Dept	Fred	Gladney	Deputy Sheriff I	17BZ	22B	Dep. Sheriff Sergeant*	9/21/2012	3/21/2013	6/18/2013	adm
Sheriff Dept	Brandy	Lester	Deputy Sheriff I	17BZ	22B	Dep. Sheriff Sergeant*	9/21/2012	3/21/2013	6/18/2013	adm
Sheriff Dept	Daniel	Dittberner	Deputy Sheriff I	17BZ	22B	Deputy Sheriff Sergeant*	2/10/2013		5/11/2013	
Sheriff Dept	April	Johnson	Deputy Sheriff I	17BZ	22B	Deputy Sheriff Sergeant*	2/15/2013		5/15/2013	
Zoo	Ryan	Strack	Zookeeper	15	17A	Zoo Area Supervisor*	2/22/2013		4/22/2013	
Zoo	Michael	Narlock	Heritage Farm Attendant	51	15	Zookeeper*	1/20/2013	4/1/2013	6/1/2013	adm

The TAHC has been extended by the Director of DHR. The County Board of Supervisors and the County Executive must approve the second extension to a *vacant unclassified position through adoption of a resolution.*

\*Individual has a TAHC according to provisions of labor contracts

**INTEROFFICE COMMUNICATION  
COUNTY OF MILWAUKEE**

DATE: April 3, 2013

TO: Mark Borkowski, Chairman  
Committee on Judiciary, Safety and General Services

Willie Johnson & David Cullen, Co-Chairmen  
Committee on Finance, Personnel and Audit

FROM: Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Status update on pending litigation

The following is a list of some of the significant pending cases that we believe may be of interest to the Committees. New information and additions to the list since the last committee meetings are noted in **bold**. However, our office is prepared to discuss any pending litigation or claim involving Milwaukee County, at your discretion.

1. *DC48 v. Milwaukee County* (Rule of 75)  
Case No. 11-CV-16826 (temporary stay of case until May 10, 2013)
2. *MDSA v. Milwaukee County* (overturn arbitration award on 2012 deputy layoffs)  
Case No. 12-CV-1984
3. Retiree health plan (co-pays, deductibles, etc.) cases:  
*Hussey v. Milwaukee County* (Retiree health)  
Case No. 12-C-73 (U.S. District Court, appealed by Hussey to U.S. Seventh Circuit Court of Appeals)  
*MDSA prohibited practice complaint*  
WERC Case No. 792 No. 71690 MP-4726  
*Rieder & MDSA v. Milwaukee County*  
Case No. 12-CV-12978  
*DC48 prohibited practice complaint*  
WERC Case No. 762 No. 70685 MP-4657  
*DC48 et al. v. Milwaukee County et al.*  
Case No. 12-CV-13612 (stayed pending outcome of *Hussey* case)
4. Medicare Part B premium reimbursement cases:  
*FNHP and AMCA v. Milwaukee County*  
Case No. 12-CV-1528 (appealed to WI Court of Appeals by Milwaukee County)  
*DC48 et al. v. Milwaukee County et al.*  
Case No. 12-CV-13612 (stayed pending outcome of cases above)

5. 1.6% Pension Multiplier cases:  
*Stoker & FNHP v. Milwaukee County*  
Case No. 11-CV-16550 (appealed to WI Court of Appeals by Milwaukee County)  
*AFSCME v. Milwaukee County*  
Case No. 12-CV-9911 (stayed pending above appeal)  
*Brillowski & Trades v. Milwaukee County*  
Case No. 12-CV-13343 (stayed pending outcome of *Stoker* above)
6. *Milwaukee County v. WERC and AFSCME* (2010 bargaining; furloughs)  
Case No. 11-CV-12137 (appealed by AFSCME to Court of Appeals)(**Case is now dismissed and will be removed from list**)
7. *MDSA v. Clarke & Milwaukee County* (G4S contract for bailiffs)  
Case No. 12-CV-3410  
*MDSA WERC Prohibited Practice Complaint* (G4S contract)
8. Sheriff Captain Lay-off cases:  
*McKenzie & Goodlette v. Milwaukee County* (captains layoffs)  
Case No. 12-CV-0079  
*Rewolinski v Milwaukee County* (captain layoff)  
Case No. 12-CV-0645  
*Clarke v. Civil Service Commission* (captains promotions and layoffs)  
Case No. 12-CV-3366 (Commission affirmed)
9. *DC48 v. Milwaukee County* (seniority in vacation selection and CO1 transfer rights under Sheriff)  
Case No. 12-CV-3944
10. *Wosinski et al. v. Advance Cast Stone et al.* (O'Donnell Park)  
Case No. 11-CV-1003 (consolidated actions)(**trial: October 7, 2013, six weeks**)
11. *Christensen et al. v. Sullivan et al.* (Sheriff motion on medical care in jail)  
Case No. 96-CV-1835
12. *Milwaukee Riverkeeper v. Milwaukee County* (Estabrook dam)  
Case No. 11-CV-8784
13. *Milwaukee County v. Federal National Mortgage Ass'n. et al.* (transfer taxes)  
Case No. 12-C-732 (U.S. District Court)
14. *Midwest Development Corporation v. Milwaukee County* (Crystal Ridge)  
Case No. 12-CV-11071

15. *MDSA grievance arbitration* (overtime opportunities)  
*Milwaukee County v. MDSA* (overturn arbitration award for MDSA on overtime)  
Case No. 12-CV-8411 (damages hearing April 3 - 4, 2013)
16. Retirement sick allowance payment for employees not represented at retirement, but previously represented  
*Pasko v. Milwaukee County*  
Case No. 11-CV-2577 (appealed to WI Court of Appeals by Milwaukee County)  
*Porth v. Milwaukee County*  
Case No. 11-CV-4908 (consolidated with Pasko case, appealed to WI Court of Appeals by Milwaukee County)  
*Koehn v. Milwaukee County*  
Case No. 12-CV-1402 (stayed in circuit court pending appeal of other cases)  
*Marchewka v. Milwaukee County*  
Case No. 13-CV-969
17. *Clarke v. Milwaukee County* (House of Correction transition)  
Case No. 12-CV-13388
18. *Calderon v. Milwaukee County*  
Case No. 12-C-1043 (U.S. District Ct.)(deputy assault of person in custody)
19. Froedtert Hospital petition to disturb burial sites
20. **FNHP, AMCA & AFSCME v. Milwaukee County and ERS (backdrop modification)**  
**Case No. 13-CV-3134**



**An Audit of Emergency Contract Extensions  
for Paratransit Services Negotiated by  
Milwaukee Transport Services, Inc. for a  
3-Year Period Effective November 1, 2012**

**April 2013**

**Milwaukee County Office of the Comptroller  
Audit Services Division**

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# Milwaukee County

Jerome J. Heer  
Douglas C. Jenkins

- Director of Audits
- Deputy Director of Audits

April 15, 2013

To the Honorable Chairman  
of the Board of Supervisors  
of the County of Milwaukee

We have completed *An Audit of Emergency Contract Extensions for Paratransit Services Negotiated by Milwaukee Transport Services, Inc. for a 3-Year Period Effective November 1, 2012.*

The attached audit report identifies five key factors that contributed to MTS management abandoning its competitive proposal process for paratransit van service in 2012 and instead negotiating emergency contract extensions with its existing vendors. The report concludes that there is a need for improved clarity in the lines of accountability for management of the Milwaukee County Transit System.

An estimate of the fiscal implications of the emergency contract extensions is provided. The report also identifies a limited number of options that could be considered for terminating the emergency contract extensions and includes a recommendation for MCDOT and the Office of Corporation Counsel to explore those and any other possibilities for recovering some of the negative fiscal implications of the emergency contract extensions without disrupting paratransit van services.

The report provides recommendations to address specific issues noted during the audit.

A response from the Milwaukee County Department of Transportation (MCDOT), with input from MTS, Inc. is included as **Exhibit 5**. We appreciate the cooperation extended by staff and management from MCDOT, MTS and the Office of Community Business Development Partners during the course of this audit.

Please refer this report to the Committee on Finance, Personnel and Audit.

Jerome J. Heer  
Director of Audits

JJH/DCJ/cah

Attachment

cc: Scott B. Manske, Milwaukee County Comptroller  
Milwaukee County Board of Supervisors  
Chris Abele, Milwaukee County Executive  
Don Tyler, Director, Department of Administrative Services  
Brian Dranzik, Director, Department of Transportation  
Lloyd Grant, Managing Director, MTS, Inc.  
Kelly Bablitch, Chief of Staff, County Board Staff  
Craig Kammholz, Fiscal & Budget Administrator, DAS  
Steve Cady, Fiscal & Budget Analyst, County Board Staff  
Carol Mueller, Chief Committee Clerk, County Board Staff

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# **An Audit of Emergency Contract Extensions for Paratransit Services Negotiated by Milwaukee Transport Services, Inc. for a 3-Year Period Effective November 1, 2012**

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## Summary

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On March 17, 2013 an article published in the *Milwaukee Journal-Sentinel* chronicled a process under which competitive proposals were sought in 2012 for the provision of paratransit van services to residents of Milwaukee County with disabilities. According to the article, there were multiple problems encountered during the process. An appeal of the initial contract award decision and related management decisions led to the negotiation of separate three-year emergency contract extensions with the two existing vendors. According to the authors of the article, the cost over the life of the contract extensions totaled approximately \$8.6 million more than the presumptive winning proposal.

An immediate detailed review and audit of events leading to the execution of the emergency contracts was directed by both the Milwaukee County Comptroller and the County Board of Supervisors. This report fulfills the directives of both the Comptroller and the County Board.

### **Paratransit Services in Milwaukee County**

The Milwaukee County Department of Transportation (MCDOT) provides public transit services through the Milwaukee County Transit System (MCTS). Direct management and operation of the transit system, including paratransit services, is contractually provided by Milwaukee Transport Services, Inc. (MTS). The MCDOT provides administrative oversight of the MTS contract.

Transit Plus is the name of the program under which MTS provides accessible transportation services for those persons who cannot use an MCTS fixed-route bus due to a qualifying disability under the Americans with Disabilities Act (ADA). Paratransit operations include the provision of client orientation to transportation services as well as demand responsive transportation. There are two forms of transportation provided under the Transit Plus program, taxicab service, for more ambulatory clients, and van service for more physically challenged clients. Under the contracts that expired October 31, 2012, there were two van service providers. Transit Express provided service for clients in the northern portion of the County, while First Transit provided service for clients in the southern portion of the County. In its 2012 RFP solicitation, MTS entertained proposals for each service area individually, as well as for serving Milwaukee County as a whole. The reason for this modification is, due to a significant reduction in van service ridership in recent years, MTS reasoned that it potentially could be more economical for a single vendor to provide service for the entire County.

## **The Facts of the Procurement**

Provisions in the management and operations agreement require MTS to follow all applicable Federal Transit Administration (FTA) and Milwaukee County procurement procedures. Through the management and operations agreement, Milwaukee County delegates responsibility for procurements to MTS. To comply with those provisions, MTS has developed written procedures that closely mirror the County's Chapter 32 procurement ordinance. The process utilizes the FTA concept of a 'Best Value' procurement that parallels the County's 'Negotiations and Competitive Proposals' process described in s. 32.36 of the County Ordinances. An abridged version of the MTS procurement procedures is presented here; the full text of the procedures is presented as **Exhibit 2**.

### Key Factors Leading to the Emergency Contract Extensions

A detailed and comprehensive timeline of events as they unfolded during MTS's 2012 solicitation of proposals for paratransit van services is presented in **Section 1** of this report.

Five key factors contributed to MTS management abandoning its competitive proposal process for paratransit van service in 2012 and instead negotiating emergency contract extensions with its existing vendors. While none of the five factors, in isolation, would have triggered that outcome, their cumulative effect resulted in MTS management concluding that the contract extensions were its only option to avoid interruption in critical services to a dependent clientele. The five key factors resulting in the emergency contract extensions were:

- An initial delay of 23 days in the development of specifications by MTS' Transit Plus staff for inclusion in the RFP solicitation.
- A subsequent delay of 22 days to determine a Disadvantaged Business Enterprise (DBE) goal for the eventual contract award, to be included in the RFP solicitation. Milwaukee County's Office of Community Business Development Partners (CBDP) is responsible for the establishment of contract goals for all County contracts, including those awarded by MTS.
- An additional delay of 22 days while MTS awaited written guidance from the Federal Transit Authority (FTA) regarding a procedural matter. The actual time elapsed from the request for guidance until the written response arrived was 52 days.
- A 10-day delay from the initial date scheduled for the Appeals Committee hearing on Transit Express' appeal of the intended contract award. The delay was to accommodate advocates for persons with disabilities' desire to attend and have input in the hearing.
- Lack of a continuation clause in the existing paratransit van service contracts and an unwillingness on the part of both existing vendors at different points in the process to accommodate MTS requests for short term contract extensions at reasonable terms.

## **Fiscal Implications of Emergency Contracts**

A calculation of the financial implications of the two 3-year emergency contract extensions for paratransit van services cannot be determined with certitude because the contract costs are estimates based on fixed rates per ride. Therefore, the actual annual cost of each contract is dependent on the number of rides provided. Consequently, calculation of the cost of the contract extensions must rely on estimated paratransit van ridership.

Assuming the same ridership estimates as contained in the RFP specifications, MTS will pay its two existing vendors a total of \$40.3 million. In addition, MTS paid the presumptive winning proposer \$225,000 for costs alleged to have been incurred for beginning preparations to assume the entire service area of Milwaukee County. MTS did not, however, demand supporting documentation to verify the validity of those alleged start-up costs. Therefore, assuming the same ridership figures that MTS used to evaluate proposals, the emergency contract extensions cost an estimated \$8.6 million more than the presumptive winning proposal.

However, paratransit van ridership has declined significantly in recent years. Therefore, MTS has recently projected lower ridership totals for paratransit van service during the next three years. These new estimates reduce the estimates upon which the 2012 proposals were made by 6.2% for the first year of the contract, by 8.3% in the second year, and by 10.1% for the third year. We reviewed monthly ridership data for 2011, 2012 and the first three months of 2013 and believe MTS' revised projections are reasonable and based on actual ridership patterns. Using the revised ridership figures, the estimated cost of the emergency contract extensions is reduced from \$8.6 million to \$7.9 million dollars.

Therefore, had there been no delays in the procurement process and any appeals were denied, we estimate the cost of the two 3-year emergency contract extensions for paratransit van services cost between \$7.9 million and \$8.6 million, depending on actual ridership during the contract period. Given recent trends, it is more likely that the figure will be closer to the lower value of the range than the higher. However, it should be noted that at the time the decision was made to execute the emergency contract extensions, the best information available indicated there would be a resulting cost of \$8.6 million.

One further note regarding the calculation of the cost of the emergency contract extensions. The presumptive winning proposal was made on the basis of one provider serving the entire County, while the emergency contract extensions were executed with two providers, each serving separate sections covering roughly half of the County.



## **Conclusions and Recommendations**

Our review of the events leading to the issuance of the two three-year emergency contracts for paratransit van services and discussions with principal players suggests the need for improved clarity in the lines of accountability for management of the Milwaukee County Transit System. Specific accountabilities, lines of authority should be clearly delineated between the Milwaukee County Department of Transportation and Milwaukee Transport Services, Inc. regarding working relationships with the Federal Transit Administration and internal County departments such as the Office of Community Business Development Partners. This report includes recommendations to address these issues.

In addition, questions have been raised regarding the ability of MTS to terminate the emergency contract provisions and re-bid the paratransit van service contract. However, since the emergency contract extensions do not include a continuation of services clause, pursuing any of the above options begs the question: how could a continuation of paratransit van service to Milwaukee County's persons with disabilities be guaranteed? We identified a limited number of options that could be considered for terminating the emergency contract extensions and include a recommendation for MCDOT and the Office of Corporation Counsel to explore these and any other possibilities for recovering some of the negative fiscal implications of the emergency contract extensions without disrupting paratransit van services.

We appreciated the cooperation extended by management and staff of the Milwaukee Transport Services, Inc., the Milwaukee County Department of Transportation and the Office of Community Business Development Partners. A response by MCDOT management with input from MTS is attached as **Exhibit 5**.

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## Background

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On March 17, 2013 an article published in the *Milwaukee Journal-Sentinel* chronicled a process under which competitive proposals were sought in 2012 for the provision of paratransit van services to residents of Milwaukee County with disabilities. According to the article, there were multiple problems encountered during the process. These included potential problems associated with two of the proposals, delays associated with an inquiry seeking procedural guidance from the Federal Transit Administration, an appeal of the initial contract award decision and related management decisions led to the negotiation of separate three-year contract extensions, awarded on an emergency basis, with the two existing vendors. According to the authors of the article, the cost over the life of the contract extensions, both of which went into effect November 1, 2012, plus additional costs approved by management, totaled approximately \$8.6 million more than the presumptive winning proposal.

Based on the March 17 article, later that same day the Milwaukee County Comptroller directed the Audit Services Division within the Office of the Comptroller to conduct an immediate review of the 2012 paratransit contract bid process. As part of that review, the Comptroller requested a detailed analysis of the following:

- the Request for Proposal (RFP) process;
- the responses to the RFP from vendors;
- the awarding of the emergency contracts;
- the review panel;
- the inquiry to the Federal Transit Administration;
- a calculation of the estimated fiscal impact to Milwaukee County over the duration of the emergency contracts.

On March 21, 2013 the Milwaukee County Board of Supervisors authorized and directed an audit of the emergency contracts to “better understand the facts of the procurement, including the related financial implications, and any recommendations to improve the current process.”

This report fulfills the directives of both the Comptroller and the County Board.

### **Paratransit Services in Milwaukee County**

The Milwaukee County Department of Transportation (MCDOT) provides public transit services through the Milwaukee County Transit System. Direct management and operation of the transit system, including paratransit services, is provided by Milwaukee Transport Services, Inc. (MTS). MTS is a non-stock, non-profit corporation under Chapter 181 of Wisconsin State Statutes. MTS

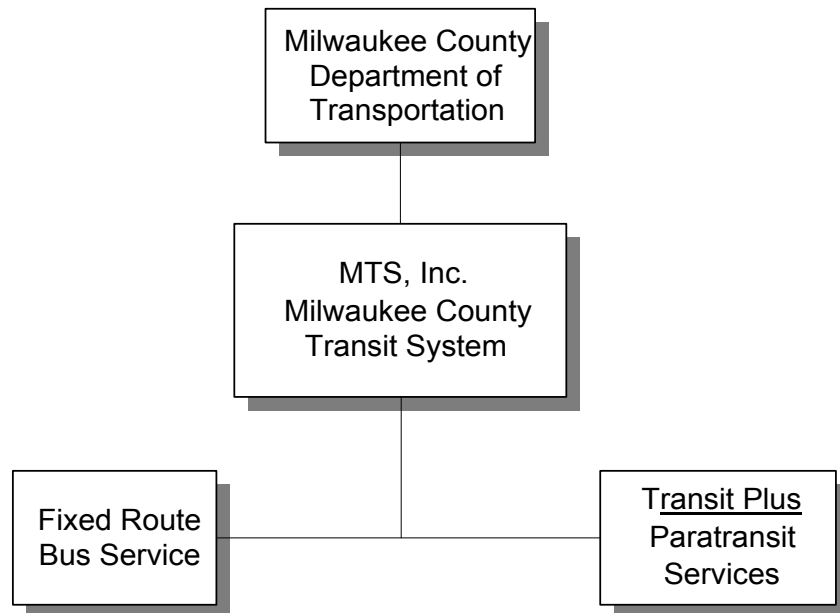
has provided these services since the Milwaukee and Suburban Transport Corporation was acquired by Milwaukee County in 1975. Under a contract with the County, the corporation provides two employees; a Managing Director and a Deputy Director. Total compensation under the contract is limited to the wages and benefits of these two individuals. While the corporation serves as the employer for all other management, supervisory and operating personnel, costs for these employees are treated as expenses of the transit system, not MTS.

The MCDOT provides administrative oversight of the MTS contract; conducts various transit-related studies; prepares and administers Federal and State transit grants. Division personnel also facilitate the acquisition of capital equipment, and provide design and construction services for capital facilities.

Transit Plus is the name of the program under which MTS provides accessible transportation services for those persons who cannot use an MCTS fixed-route bus due to a qualifying disability under the Americans with Disabilities Act (ADA). Paratransit operations include the provision of client orientation to transportation services as well as demand responsive transportation. There are two forms of transportation provided under the Transit Plus program, taxicab service, for more ambulatory clients, and van service for more physically challenged clients. This audit focuses on two emergency contract extensions negotiated by MTS management in October 2012 with the two vendors providing van services under contract with MTS.

**Figure 1** shows an abbreviated organizational chart depicting the manner in which the Transit Plus program is operated.

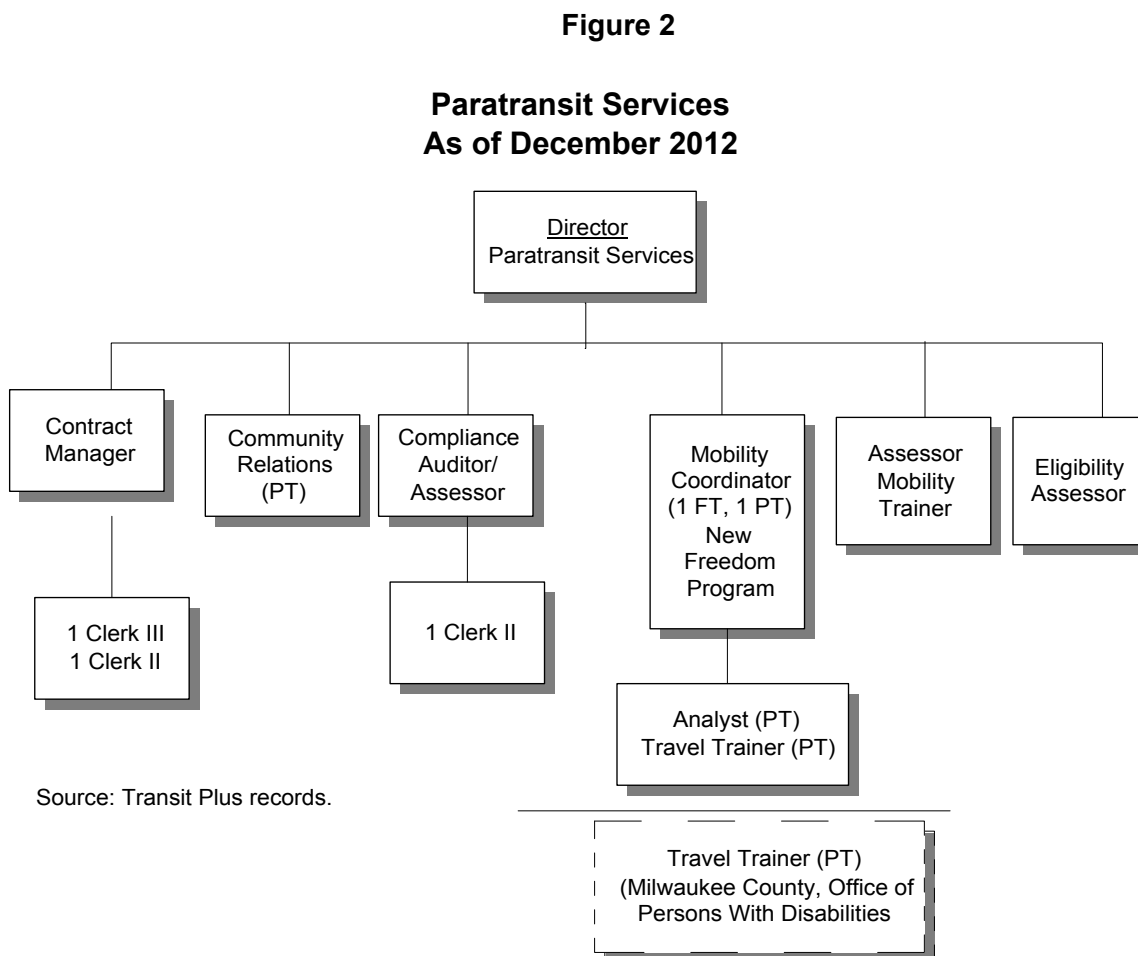
**Figure 1**  
**Milwaukee County Transit System**



Source: 2013 Milwaukee County  
Adopted Budget and Milwaukee County  
Transit System Website

As of December 2012, Transit Plus was staffed with nine full time and four part time employees.

**Figure 2** shows the 2012 MTS Transit Plus organizational chart.



In calendar year 2012, the Transit Plus program provided 459,805 van rides to approximately 3,800 unique clients. Payments to vendors for van rides in 2012 totaled \$12.9 million, resulting in an average cost of \$28.03 per ride. Individual clients purchase tickets at the rate of \$4 per ride from the program, while institutional agencies purchasing tickets on behalf of their clients are charged \$16.55 per ticket.

Two policy initiatives in recent years have contributed to a significant reduction in the number of van rides provided under the Transit Plus program:

- In 2009, MCTS began coordinating with the Milwaukee County Office for Persons with Disabilities and other County agencies to continue to provide free bus rides on the fixed-route system for eligible persons with disabilities through the Federal New Freedom Initiative. The County sponsored the New Freedom Pass, with the goal of continuing to expand mobility and reducing the need for paratransit service. Free rides tracked under the program increased from 69,696 in 2010 to 95,988 in 2012.

- In 2010, Transit Plus discontinued offering subsidized van ride tickets to institutions that received Title 19 funding, such as the County's Family Care program and Goodwill Industries. The rationale for this initiative was that Title 19 funding for those institutions includes a client transportation component, and therefore Transit Plus should not use its limited resources to cross-subsidize those programs.

**Table 1** shows the trend in Transit Plus van rides during the five-year period 2008 through 2012. The data show that there were 43.4% fewer Transit Plus van rides in 2012 than in 2008.

<b>Table 1</b> <b>Transit Plus Van Rides</b> <b>2008–2012</b>		
<u>Year</u>	<u>Rides</u>	<u>% Change</u>
2008	812,409	
2009	874,416	7.6%
2010	832,136	-4.8%
2011	678,676	-18.4%
2012	459,805	-32.2%
<b>Total Change, 2008–2012</b>	<b>-352,604</b>	<b>-43.4%</b>
Source: Transit Plus program.		

Under the contracts that expired October 31, 2012, there were two van service providers. Transit Express provided service for clients in the northern portion of the County, while First Transit provided service for clients in the southern portion of the County. In its 2012 RFP solicitation, MTS entertained proposals for each service area individually, as well as for serving Milwaukee County as a whole. Thus, the process could potentially result in either one or two vendors serving existing clientele for the new contract period. The reason for this modification is, due to the reduction in van service ridership, MTS reasoned that it potentially could be more economical for a single vendor to provide service for the entire County.



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## Section 1: The Facts of the Procurement

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Milwaukee County has a management and operations agreement with Milwaukee Transport Services, Inc. (MTS) for operation of the Milwaukee County Transit System (MCTS). MTS is a non-stock, non-profit corporation under Chapter 181 of Wisconsin State Statutes. MTS has provided these services since the Milwaukee and Suburban Transport Corporation was acquired by Milwaukee County in 1975. Under its contract with the County, MTS provides two employees; a Managing Director and a Deputy Director. Total compensation under the contract is limited to the wages and benefits of these two individuals. While MTS serves as the employer for all other management, supervisory and operating personnel of the MCTS, costs for these employees are treated as expenses of the transit system and are paid by Milwaukee County, not MTS.

**Through a management and operations agreement, Milwaukee County delegates responsibility for procurements to MTS.**

Milwaukee County owns the fixed-route bus system rolling stock and equipment, as well as the facilities used to operate MCTS and provides funding for all expenses and liabilities of the system. Provisions in the management and operations agreement require MTS to follow all applicable Federal Transit Authority (FTA) and Milwaukee County procurement procedures. Through the management and operations agreement, Milwaukee County delegates responsibility for procurements to MTS.

### **The MTS Procurement Process**

To comply with those provisions, MTS has developed written procedures that closely mirror the County's Chapter 32 procurement ordinance. Those procedures include a process used in 2012 by MTS to solicit proposals for paratransit van services. The process utilizes the FTA concept of a 'Best Value' procurement that parallels the County's 'Negotiations and Competitive Proposals' process described in s. 32.36 of the County Ordinances. An abridged version of the MTS

procurement procedures is presented here; the full text of the procedures is presented as **Exhibit 2**.

### **MTS Competitive Contract Negotiations Procedures**

**Evaluation & award factors include criterion other than price.**

- **Negotiations are appropriate if:**
  - Adequate specifications are not available.
  - Discussions with proposers are required.
  - Evaluation & award factors include criterion other than price.
  - Other than a firm fixed price contract is to be awarded.
  - The contract may result in revenue being generated for MTS.
- **Request for Proposal (RFP) Process**
  - Independent cost estimate must be obtained and included in the contract file.
  - Issue RFP to all potential sources and advertise at least once at least two weeks before due date.
  - RFP's shall identify all evaluation factors and their relative importance. Numerical weights need not be disclosed.
  - Price shall be included as an evaluation factor.
- **Pre-proposal Conference (Optional)**
  - Held after RFP issued but before proposal submission.
  - Adequate notice of time, place, nature and scope of conference.
  - Provide all prospective proposers identical information.
  - Make complete record of the conference and furnish copy to all prospective proposers.
- **Receipt of Proposals**
  - Proposals shall be marked with the date and time of receipt.
  - Proposals shall be safeguarded from unauthorized disclosure.
- **Late Proposals and Modifications**
  - If late proposals and modifications cannot be considered, promptly notify proposer that it was received late and will not be considered.
  - Late proposals and modifications shall be held unopened until after award.
  - Director of Materials Management shall retain complete and sole discretion to waive the requirements of 1 and 2 if such waiver is deemed in the best interests of the county and is not subject to appeal to the Purchasing Committee.

**After negotiations are concluded each proposer in the competitive range shall be required to submit a revised proposal and/or best and final offer at a uniform cutoff date and time.**

- **Disclosure and Use of Information Before Award**
  - After receipt of proposals none of the information contained in them or concerning the number or identity of proposers shall be made available to the public or county government.
  - During the pre-award or pre-acceptance period, only the Director of Materials Management shall transmit technical or other information and conduct discussions with prospective proposers.
  - Prospective proposers may place restrictions on the disclosure and use of data in proposals.
- **Revised Offers and/or Best and Final Offer**
  - After negotiations are concluded each proposer in the competitive range shall be required to submit a revised proposal and/or best and final offer at a uniform cutoff date and time.
  - Late revised proposals or best and final proposals may be rejected without the right of appeal.
  - The Director of Materials Management may waive this provision if it is deemed to be in the best interests of MTS. Such decision is not subject to appeal.
- **Responsibility**
  - Awards must be made only to responsible contractors
  - Before making awards, Equal Employment Opportunity certification, past and current performance must be reviewed to confirm that contractor qualifies as responsible.
  - For contracts with a value of \$25,000 or greater, the purchasing agent shall review firms and principals on the System for Award Management (SAM). SAM is a database containing the names of all business entities barred from doing business with the Federal government or with Federal funding.
- **Awards**
  - Price is one factor to consider and the award is not required to be made to the lowest responsive, responsible bidder.
  - Awards shall be made to the responsive, responsible firm whose proposal overall is the most advantageous to MTS as determined in the sole opinion of the Director of Materials Management.
  - MTS reserves the right to reject all proposals if the Director of Materials Management determines such rejection to be in the public interest.
- **Protests to Award**
  - All unsuccessful proposers shall be notified by fax machine transmission of the pending contract award.

- Protest to the award must be delivered to the Director of Materials Management within 72 hours after receipt of notice.
- A protest must be in writing and clearly state the reason for it.
- The Director of Materials Management shall review the protest and notify the protestor of a decision by fax machine transmission within five days.
- No contract shall be awarded while a protest is pending.
- A protest that is untimely or fails to clearly state the reason for the protest is invalid.
- The decision of the Director of Materials Management disqualifying the protest for these reasons is final and cannot be appealed.

**Protests from the decisions of the Director of Materials Management shall be made to the Purchasing Appeals Committee within 72 hours.**

**The Chairman of the Purchasing Appeals Committee shall notify all interested persons of the time and place of the hearing.**

- **Appeals to Purchasing Appeals Committee**

- Protests from the decisions of the Director of Materials Management shall be made to the Purchasing Appeals Committee by delivering a written request for appeal hearing both to the Director of Materials Management and the Purchasing Appeals Committee within 72 hours after receipt of the Director of Materials Management decision.
- The request shall state the grounds upon which the protest is based and shall request an appeal hearing.
- No contract shall be awarded until final disposition of the protest.
- The Chairman of the Purchasing Appeals Committee shall notify all interested persons of the time and place of the hearing.
- The Purchasing Appeals Committee shall affirm, reverse or modify the decision of the Director of Materials Management and its decision shall be final.

- **Unsuccessful Proposer Debriefing**

- Unsuccessful proposers, upon written request, shall be debriefed as soon as possible and furnished the basis for the selection decision and contract award.
- Debriefings shall focus on aspects of the unsuccessful proposal that could have been improved and should not make comparisons with the winning proposal.
- Debriefing shall not reveal the relative merits or technical standing of competitors or the evaluation scoring.

### **Sequence of Events During MTS' 2012 Solicitation for Paratransit Services Proposals**

Following is a timeline of events as they unfolded during MTS' 2012 solicitation of proposals for paratransit van services.

## **Timeline of MTS' Process for Soliciting Competitive Proposals for Paratransit Van Services in 2012**

**The Director of Materials Management's anticipated release date for the RFP at this point is middle to late April.**

**May 2 - MTS sends RFP specifications to MCDOT for assignment of a DBE goal and approval of RFP specifications.**

- **January 26, 2012** – MTS staff responds to MTS Managing Director's request for update on planning for bids on paratransit van services.
- **March 15** – MTS staff advises MTS Managing Director that progress continues on development of specification for paratransit contract.
- **March 28** – MTS Managing Director asks staff for summary of key changes in paratransit van services RFP.
- **April (First Week)** – MTS Director of Materials Management expecting specifications for paratransit services from MTS' Director of Paratransit Services. The current contract expires October 31, so the new contract start date is November 1. With this date in mind, the Director of Materials Management's anticipated release date for the RFP at this point is middle to late April. The previous time proposals were solicited for these services, for a contract start date of November 1, 2007, the RFP was issued on April 16.
- **April 25** – Specifications for paratransit services are received by the MTS Materials Manager. The Materials Manager makes minor edits and adds 'boilerplate' contents to complete the RFP.
- **April 30** – Email correspondence string indicates the Community Business Development Partners (CBDP) Office has not received information it deems necessary to properly establish sound Disadvantaged Business Enterprise (DBE) goals on a number of pending RFPs from MTS. The email strings indicate there was no direct contact between staff at MTS and CBDP. Rather, the email string began with a CBDP staff analyst going through the CBDP Director, to the MCDOT Director of Operations, and conveyed to the MTS Director of Materials Management and the MTS Director of Administration.
- **May 2** – Despite the above email string, with no further exchange of information, MTS sends RFP specifications to MCDOT for assignment of a DBE goal and approval of RFP specifications. MCDOT, which reports to the County Executive, is contractually required to complete its review for input within five business days (by May 9, 2012), including assignment of a DBE goal by the Office of

Community Business Development Partners (CBDP). The CBDP Office reports to the Chairwoman of the County Board of Supervisors.

**May 22 - Director of CBDP copies MTS Managing Director on an email to MCDOT Director of Operations asking for information needed to set a DBE goals on pending RFPs.**

- **May 3** – The MCDOT Director of Operations requests and receives from MTS Director of Materials the DBE goal contained in the current paratransit van service contracts (7%). The MCDOT Director of Operations sends the RFP specifications and the current contractual DBE goal information to the CBDP Office and requests the establishment of a DBE goal for inclusion in the RFP.
- **May 21** – MCDOT Director of Operations sends an email to the CBDP Office asking about the status of the DBE goal for the paratransit van services RFP.
- **May 21** – MTS Director of Administration sends email to MCDOT Director of Operations with information for the CBDP Office regarding three pending DBE goal requests, including the paratransit van service request. The MTS Director of Administration notes that the CBDP Office had requested that MTS complete forms for each request regarding either a construction or professional service contract award for use in establishing the goals, but notes that MTS will follow its normal procurement process, clarifying that these are not, for example, construction projects under Milwaukee County ordinances.
- **May 22** (12:52 p.m.) – Director of CBDP copies MTS Managing Director on an email to MCDOT Director of Operations asking for information needed to set a DBE goal on pending RFPs.
- **May 22** (8:42 p.m.) – MTS Director asks MTS procurement and operations staff for status report. MTS Managing Director informs staff to do whatever is needed to get CBDP Office what it needs.
- **May 23** – MCDOT Director of Operations forwards the May 21 email he received from the MTS Director of Administration to the CBDP Office, expressing hope that the information would help move forward the development of the requested DBE goals.
- **May 24** – MTS Director of Administration sends email to MCDOT Director of Operations correcting an error its May 21 email documentation regarding its recommended paratransit van service DBE goal. This email is forwarded by the MCDOT Director of Operations to the CBDP Office.



**May 31 - MTS receives DBE goal from MCDOT.**

**June 5- MTS releases RFP for competitive proposals with a due date for proposals of July 20, 2012.**

**MCDOT sends letter requesting guidance to FTA Regional Counsel.**

- **May 31** – MTS staff advises MTS Managing Director that, per MCDOT, CBDP Office expected to release RFPs and DBE goals today.
- **May 31** – MTS receives DBE goal from MCDOT.
- **June 5** – MTS releases RFP for competitive proposals with a due date for proposals of July 20, 2012. By contrast, in 2007 the RFP was issued on April 16, with proposals due on June 1, 2007 for a November 1 contract start date.
- **June 25** – A scheduled pre-proposal conference is held. Questions from attendees are entertained. MTS procurement procedures require that a written Question & Answer summary be prepared and distributed to all prospective offerers.
- **July 10** – The written Q & A summary is distributed by MTS to all prospective offerers. Based on comments at the pre-proposal conference, van service ridership estimates contained in the RFP are revised downward by 11.5% for the first year and by 18.3% for years two and three of the contract.
- **July 20** – MTS receives four proposals.
- **July 20** – MTS Director of Materials Management performs a responsiveness review of proposals for mandatory items and determines that First Transit and another proposer submitted deficient proposals involving certifications of compliance with the Buy America Act (Buy America), an FTA requirement.
- **July 27** – MTS informs MCDOT of the deficient proposals and recommends resubmission of proposals; MCDOT concurs. A decision is made that written FTA guidance is needed on whether MTS can award contract based on revised proposals (updated Buy America certificates).
- **July 30** – MCDOT sends letter requesting guidance to FTA Regional Counsel as attachment to email and requesting that FTA follow up with MTS Director of Materials Management. The letter requests a response at counsel's earliest convenience but emphasizes that a contract must be awarded by the end of August.
- **August 1-3** – Presentations and discussions with the proposers (originally scheduled for last two weeks in

July). All proposers were permitted to submit revised proposals, due on August 8.

- **August 6** – FTA Office of Program Management & Oversight, emails several questions to MTS Director of Materials Management and he follows up that same day.
- **August 16** – Evaluation Committee completes technical scoring.
- **August 21** – Evaluation Committee is provided the price offer in each proposal.
- **August 29** – Evaluation Committee determines that First Transit's offer is the best value.
- **August 29** – MTS Director of Materials Management emails FTA and request update on request for guidance; FTA indicates matter under review and no additional information is needed.
- **August 31** – expected date of notice of intent to award contract – postponed pending guidance from FTA on Buy America certifications.
- **September 5** – MTS Managing Director asks MCDOT about status of FTA guidance; MCDOT says it will address the issue with the FTA during its on-site Triennial Audit visit (September 10-12).
- **September 11** – MCDOT Director of Operations speaks with FTA on status of guidance – guidance is written, but is being circulated within FTA for review.
- **September 10-12** – FTA at MTS for Triennial Review; FTA advises on the last day of the visit that guidance letter is being circulated at Region V for review.
- **September 19** – MTS offers to extend the incumbent contracts two months, until January 1, 2013, to ensure uninterrupted service in light of the procurement delays.
- **September 20** – Transit Express responds to the offer of extension but neither accepts nor rejects the offer.
- **September 20** – MTS Managing Director contacts MCDOT on delay in Buy America determination; gets

**August 29 - MTS  
Director of Materials  
Management emails  
FTA and request  
update on request  
for guidance.**

**September 19 - MTS  
offers to extend the  
incumbent contracts  
two months, until  
January 1, 2013, to  
ensure uninterrupted  
service in light of the  
procurement delays.**

**September 20 - FTA letter received.**

authorization to call FTA directly; talks with Region V Regional Counsel, on urgency of paratransit contract award situation. Counsel advises that so long as resubmission is extended to all proposers, revised certification can be accepted. MTS Managing Director directs MTS Director of Materials Management to immediately issue letter of intent to award. FTA letter received later that same day.

**September 25 - Transit Express files a timely protest.**

- **September 20** – First Transit indicates to MTS Director of Materials Management that it is willing to extend service within its service area under current contract terms for two months if, needed.
- **September 20** – Notice of intent to award the contract to First Transit was issued.
- **September 25** – Transit Express files a timely protest.
- **September 26** – Pursuant to the RFP, the MTS Director of Materials Management reviews and denies Transit Express' protest.
- **September 28** – MTS Managing Director makes request to Transit Express for 2-month extension to allow protest process to be completed.
  - This is a critical time period. Without short-term extensions, vendors may need at least 30 days start-up time to service the entire area; bidders not obligated to hold their bid price or offer after award date. Paratransit RFP no longer awardable for November 1 start date.

**October 2- Transit Express refuses to consider request for 2-month extension without pre-conditions.**

- **October 2** – Transit Express refuses to consider request for 2-month extension without pre-conditions; Transit Express files appeal of MTS denial of protest; Appeals Hearing is scheduled for October 9.
- **October 3–10** – Advocates for persons with disabilities contact MTS with concerns regarding the intended contract award and single service provider for the County; request opportunity to speak at the Appeals Hearing.
- **October 3** – MTS Deputy Director emails MCDOT Director a summary of the award process.
- **October 3** - MTS (via legal counsel) offered to extend the Transit Express contract for two months.

**October 5- MTS offers to extend the Transit Express contract for six months at 2012 proposal price.**

**October 5 - Appeals Hearing is rescheduled to October 19 due to concerns expressed by advocates for persons with disabilities and Appeal Committee scheduling issues.**

**October 5- MTS Managing Director advises County Board and County Executive on status of paratransit services contract.**

- **October 4** - Transit Express rejects 2-month extension.
- **October 4** - MTS offers to extend Transit Express contract for two to four months, depending on negotiation of terms
- **October 4** - Transit Express rejects MTS's offer for two to four month extension and counters with an offer of three year extensions for both Transit Express and First Transit.
- **October 5** – First Transit comments on Transit Express protest and appeal.
- **October 5** – Per FTA rule, MCDOT advises FTA Region V, of Transit Express appeal.
- **October 5** – MTS offers to extend the Transit Express contract for six months at 2012 proposal price.
- **October 5** (11:35 a.m.) – Transit Express rejects six-month extension—"a six month or even one year extension does not justify the capital investments Transit Express would need to make in order to continue to provide the quality services it has been providing for years." They seek a three year extension.
- **October 5** – MTS, by its counsel, offers First Transit a six-month extension of the current contract, but extended to the entire service area, while retaining the same level of service to customers. First Transit, by its counsel, expresses concern about capital investment costs. Both sides agree to speak again on Tuesday, October 9, giving First Transit time to confer.
- **October 5** – Appeals Hearing is rescheduled to October 19 due to concerns expressed by advocates for persons with disabilities and Appeals Committee scheduling issues.
- **October 5** – MTS Managing Director advises County Board and County Executive on status of paratransit services contract—that Transit Express price protection (offer) was \$7.5 million higher than First Transit, and given that appeal process is underway, MTS is actively working towards extensions of the

existing contracts or a contract extension with First Transit for the entire service area.

**October 9 – MTS offers First Transit a nine-month extension of the current contract, but extended to the entire service area, at the current base rate.**

- **October 9 (2:45 p.m.)** – Conference call with First Transit and MCDOT, followed up with email of First Transit offer—First Transit offers a seven-year contract (a two-year extension with a full, renegotiated five-year contract to follow; lowered productivity requirements from 1.95 rides per hour to 1.85; MCTS to purchase vehicles acquired during extension; a stop/loss price protection on fuel provision. The five year contract rate: Year 1 – bid year 3 rate; Year 2 – 2.8%; Year 3 – 2.8%; Year 4 – CPI; and Year 5 – CPI.
- **October 9 (4:48 p.m.)** – MTS offers First Transit a nine-month extension of the current contract, but extended to the entire service area, at the current base rate. No liquidated damages from November 1, 2012 to December 31, 2012. Productivity at 1.85 during the nine-month extension. 60 day notice of extension termination.
- **October 10 (11:14 a.m.)** – First Transit counters with a one-year extension, servicing the entire service area, at a price 20-25% higher than First Transit's RFP proposal. Five year contract: Year 1 – bid year 2 rate; Year 2 – bid year 3 rate; Year 3 – 2.8%; Year 4 – CPI; and Year 5 – CPI.
  - The length of the extension reduces the length of the RFP contract, in effect, raising the rate by which First Transit would be paid pursuant to its proposal.
  - Additionally, First Transit required a one-time up-front payment of \$100,000; all liquidated damages to be waived for the first six months of any extension or final contract; productivity to be set at 1.85 during the first six months and renegotiated thereafter; five year final contract but starting at the bid year 2 rate; and stop loss on fuel if the total cost per gallon with all taxes included exceeds \$5.00 in years 4-5.
- **October 10 (12:12 p.m.)** – MTS counters First Transit offer. Proposal #1 – one year extension at current rate, or Proposal #2 – three year extension under terms of current contract.
- **October 10 (4:20 p.m.)** – First Transit counters with one-year extension at current rate; at least six months

**October 10 – MTS Director of Materials Management advises a contract award involving changes in First Transit's proposal offer is not allowed and will not hold up to legal challenge.**

notice of termination of extension before five year prorated contract begins; one time front end payment of \$100,000 for expedited start-up costs.

- **October 10** – MTS Director of Materials Management advises a contract award involving changes in First Transit's proposal offer is not allowed and will not hold up to legal challenge. Process does not permit award of a contract while a protest is pending.
- **October 11** (8:26 a.m.) – MTS offers First Transit a one-year extension for entire service area at current rate; productivity at 1.85; if Purchasing Appeal Committee affirms award, MTS will give six-month notice of termination of extension before commencement of five year contract per proposal terms.
- **October 11** (8:39 a.m.) – MTS sends MCDOT a copy of MTS offer to First Transit.
- **October 11** (9:01 a.m.) – MCDOT Director of Operations sends email to the County Executive's Office advising that MTS is close to a one-year contract extension agreement with First Transit.
- **October 11** (11:47 a.m.) – First Transit emails MTS on language change relative to terms under which extension can be terminated.
- **October 11** (12:20 p.m.) – First Transit counters with the same terms as MTS's offer, but with a CPI adjustment for the one year extension, a price adjustment for the fourth and fifth year of the RFP contract, no productivity rate for the first two months of the extension, and 1.85 for months 2 - 6 of the extension.
- **October 11** (12:50 p.m.) – MTS emails MCDOT – close to agreement with First Transit to operate entire service area. Draft terms included with email.
- **October 11** (1:22 p.m.) – MTS (via legal counsel) sends offer to First Transit for full service area.
- **October 11** (2:54 p.m.) – First Transit seeks CPI adjustment to rates for years 1, 2, and 3 for 5 year contract "to account for inflation due to delay in contract start date."
- **October 11** (4:09 p.m.) – MTS requests meeting with MCDOT for Friday, October 12, to discuss risks of

**October 11 (12:50 p.m.) – MTS emails MCDOT – close to agreement with First Transit to operate entire service area.**

**October 11 (4:09 p.m.) – MTS requests meeting with MCDOT for Friday, October 12.**



one year extension with single provider and three year extensions with both providers—one-year extension with single provider very risky because an appeal is underway; MCTS cannot presume to know the outcome of the appeal; costly legal action highly likely to follow; and MTS must adhere to FTA procurement rules.

- **October 12** (8:30 a.m.) – MTS meets with MCDOT to discuss pros and cons of alternative approaches. According to the MTS Managing Director, he advises that a 3-year extension is risky—potential cost savings may not be realized, but that cannot be determined without going through appeal process, which puts paratransit customers at risk of being without service on November 1 and likely subjects MTS to a lawsuit. He advises one-year extension with First Transit is even riskier—appeal process still in play and must be followed; if appeal is upheld, bigger and costlier legal problem is likely; and federal funding will be put at serious risk. MTS gets go-ahead to work out 3-year extensions to keep paratransit services running.
- **October 12** (1:48 p.m.) – MCDOT Director of Operations emails County Executive's Office indicating that a one-year extension with First Transit could not be worked out and that there would be three-year extension agreements with both First Transit and Transit Express.
- **October 12** (2:41 p.m.) – MTS advises MCDOT that separate agreements on three-year extension have been reached; attorneys to put terms of agreements in writing; sends update communication to County Board and County Executive.
- **October 15** – MTS works on draft agreements – \$150,000 cancellation provision in First Transit agreement applies to termination for convenience.
- **October 16** (2:22 p.m.) – Transit Express seeking to “renegotiate” to remove the termination for convenience provision.
- **October 16** - Transit Express objects to a "termination for convenience" provision in the three-year extension, insisting such a provision is a deal-breaker. MTS proposes termination language in the event that FTA restricts or removes paratransit funding.

**October 12 (2:41 p.m.) – MTS advises MCDOT that separate agreements on three-year extension have been reached.**

**October 16 – Transit Express objects to a “termination for convenience” provision in the three-year extension.**

**October 19 –  
Communication from  
MTS Managing  
Director to Board  
Chairwoman on  
emergency  
extension of  
paratransit  
contracts.**

- **October 16** - First Transit responds to the MTS offer by requiring liquidated damages for cancellation by convenience or for default. MTS responds by limiting liquidated damages to cancellation for convenience.
- **October 16** (5:13 pm) - Transit Express sends draft agreement with language prohibiting termination for convenience, but verbally agrees to termination in the event of FTA restriction or elimination of funding for paratransit.
- **October 17** – MTS advises MCDOT that attorneys are close to finalizing agreements; Transit Express and First Transit seeking changes in termination of convenience clauses for commitment to three year term as condition of settlement.
- **October 17** – MTS via its legal counsel sends draft to Transit Express with language limiting termination for convenience in the event FTA restricts or eliminates funding for paratransit.
- **October 17** – First Transit, Inc. Emergency Extension Agreement Executed.
- **October 17** – Transit Express Emergency Extension Agreement Executed.
- **October 17** – MTS Managing Director provides an email update on emergency extensions for paratransit service contracts to County Board and County Executive.
- **October 18** – MTS reviews changes to be made to protest process procedure.
- **October 19** – Scheduled date of appeal hearing is cancelled.
- **October 19** – Communication from MTS Managing Director to Board Chairwoman on emergency extension of paratransit contracts.
- **October 24** – MTS sends executed agreements to MCDOT. (See **Exhibit 3** for emergency contract extension agreements.)
- **October 30** (12:36 p.m.) – MTS Managing Director emails MTS staff—set up schedule for RFP process for paratransit service contract to be completed 2 months before contracts expire.

- **October 30** (1:46 p.m.) – MTS Managing Director emails CBDP Office on expedited goal setting process; CBDP Office advises that client service standards for goal setting changed to three days.
- **October 31** – Original paratransit van service agreements expire.
- **October 31** – MTS processes \$225,000 payment to First Transit for start-up costs incurred per settlement agreement. No supporting documentation of actual start-up costs was requested or received by MTS.
- **November 1** – Emergency Extension Agreements go into effect.

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## Section 2: Financial Implications of Emergency Contracts

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**Calculation of the cost of the contract extensions must rely on estimated paratransit van ridership.**

A calculation of the financial implications of the two 3-year emergency contract extensions for paratransit van services cannot be determined with certitude because the contract costs are estimates based on fixed rates per ride. Therefore, the actual annual cost of each contract is dependent on the number of rides provided. Consequently, calculation of the cost of the contract extensions must rely on estimated paratransit van ridership.

Based on estimated ridership totals used by MTS in evaluating proposals, had the 2012 MTS competitive contract proposal process been completed in a timely manner and the decision of the Evaluation Committee had been upheld upon appeal, MTS would have paid the winning proposer \$31.9 million over the 3-year period November 1, 2012 through October 31, 2015. It should be noted that those ridership figures were downward revisions of the initial MTS estimates contained in the RFP. The ridership estimates were reduced from original estimates by 11.5% in the first year of the contract and by 18.3% for years two and three, after vendors questioned their validity at a pre-proposal conference.

**MTS did not demand supporting documentation to verify the validity of \$225,000 in alleged start-up costs.**

Assuming the same ridership estimates as contained in the RFP specifications, MTS will pay its two existing vendors a total of \$40.3 million. In addition, MTS paid First Transit, the presumptive winning proposer, \$225,000 for costs alleged to have been incurred for beginning preparations to assume the entire service area of Milwaukee County. MTS did not, however, demand supporting documentation to verify the validity of those alleged start-up costs. Therefore, assuming the same ridership figures that MTS used to evaluate proposals, the emergency contract extensions cost an estimated \$8.6 million more than the

presumptive winning proposal. This information is presented in **Table 2.**

<b>Table 2</b> <b>Estimated Cost of Paratransit Van Service</b> <b>Emergency Contract Extensions Using</b> <b>Ridership Estimates Used to Evaluate Proposals</b>			
<u><b>Est. Ridership</b></u>		<u><b>Rate</b></u>	<u><b>Total</b></u>
<b>First Transit</b>			
Year 1	94,872	\$51.72	\$ 4,906,780
Year 2	97,436	\$53.27	\$ 5,190,416
Year 3	99,487	\$54.87	<u>\$ 5,458,852</u>
Sub-Total			\$15,556,048
Payment for Start-Up Costs			<u>\$ 225,000</u>
<b>First Transit Total</b>			<b><u>\$15,781,048</u></b>
<b>Transit Express</b>			
Year 1	153,333	\$50.87	\$ 7,800,050
Year 2	156,410	\$52.65	\$ 8,234,987
Year 3	159,538	\$54.49	<u>\$ 8,693,226</u>
<b>Transit Express Total</b>			<b><u>\$24,728,263</u></b>
<b>Grand Total</b>			<b><u>\$40,509,311</u></b>
<b>Total Cost of Presumptive Winning Proposal</b>			<b><u>\$31,916,634</u></b>
<b>Difference (Cost of Emergency Contract Extensions)</b>			<b><u>\$8,592,677</u></b>
Source: MTS records.			

However, as previously noted, Transit Plus paratransit van ridership has declined significantly in recent years (see **Background** section of this report). Therefore, MTS has recently projected lower ridership totals for paratransit van service during the next three years. These new estimates, which assume no change in annual ridership during the period, reduces the estimates upon which the 2012 proposals were made by 6.2% for the first year of the contract, by 8.3% in the second year, and by 10.1% for the third year. We reviewed monthly ridership data for 2011, 2012 and the first three months of 2013

and believe MTS' revised projections are reasonable and based on actual ridership patterns.

Using the revised ridership figures, the estimated cost of the emergency contract extensions is reduced from \$8.6 million to \$7.9 million dollars. This information is presented in **Table 3**.

<b>Table 3</b> <b>Estimated Cost of Paratransit Van Service</b> <b>Emergency Contract Extensions Using</b> <b>Updated Ridership Estimates</b>			
	<u>Est. Ridership</u>	<u>Rate</u>	<u>Total</u>
<b>First Transit</b>			
Year 1	90,154	\$51.72	\$ 4,662,765
Year 2	90,154	\$53.27	\$ 4,802,504
Year 3	90,154	\$54.87	<u>\$ 4,946,750</u>
Sub-Total			\$14,412,019
Payment for Start-Up Costs			<u>\$ 225,000</u>
<b>First Transit Total</b>			<b>\$14,637,019</b>
<b>Transit Express</b>			
Year 1	142,714	\$50.87	\$ 7,259,861
Year 2	142,714	\$52.65	\$ 7,513,892
Year 3	142,714	\$54.49	<u>\$ 7,776,486</u>
<b>Transit Express Total</b>			<b>\$22,550,239</b>
<b>Grand Total</b>			<b>\$37,187,258</b>
<b>Total Cost of Presumptive Winning Proposal*</b>			<b>\$29,283,151</b>
<b>Difference (Cost of Emergency Contract Extensions)</b>			<b>\$7,904,134</b>
<b>* Adjusted for revised ridership estimates.</b>			
Source: MTS records.			

**We estimate the cost of the two 3-year emergency contract extensions for paratransit van services cost between \$7.9 million and \$8.6 million, depending on actual ridership during the contract period.**

Therefore, had there been no delays in the procurement process and any appeals were denied, we estimate the cost of the two 3-year emergency contract extensions for paratransit van services cost between \$7.9 million and \$8.6 million, depending on actual ridership during the contract period. Given recent trends, it is more likely that the figure will be closer to the lower value of the range than the higher. However, it should be noted that at the time the decision was made to execute the emergency contract



extensions, the best information available indicated there would be a resulting cost of \$8.6 million.

One further note regarding the calculation of the cost of the emergency contract extensions. The presumptive winning proposal was made on the basis of one provider serving the entire County, while the emergency contract extensions were executed with two providers, each serving separate sections covering roughly half of the County.

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## Section 3: Key Factors Leading to Emergency Contract Extensions

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### **Five key factors contributed to MTS management abandoning its competitive proposal process for paratransit van service in 2012.**

Five key factors contributed to MTS management abandoning its competitive proposal process for paratransit van service in 2012 and instead negotiating emergency contract extensions with its existing vendors. While none of the five factors, in isolation, would have triggered that outcome, their cumulative effect resulted in MTS management concluding that the contract extensions were its only option to avoid interruption in critical services to a dependent clientele.

Based on our review of documents and interviews with individuals involved in the sequence of events highlighted in **Section 1** of this report, the five key factors resulting in the emergency contract extensions were:

- An initial delay of 23 days in the development of specifications by MTS' Transit Plus staff for inclusion in the RFP solicitation.
- A subsequent delay of 22 days to determine a Disadvantaged Business Enterprise (DBE) goal for the eventual contract award, to be included in the RFP solicitation. Milwaukee County's Office of Community Business Development Partners (CBDP) is responsible for the establishment of contract goals for all County contracts, including those awarded by MTS.
- An additional delay of 22 days while MTS awaited written guidance from the Federal Transit Authority (FTA) regarding a procedural matter. The actual time elapsed from the request for guidance until the written response arrived was 52 days.
- A 10-day delay from the initial date scheduled for the Appeals Committee hearing on Transit Express' appeal of the intended contract award. The delay was to accommodate advocates for persons with disabilities' desire to attend and have input at the hearing.
- Lack of a continuation clause in the existing paratransit van service contracts and an unwillingness on the part of both existing vendors at different points in the process to accommodate MTS requests for short term contract extensions at reasonable terms.

**The MTS Director of Materials Management was expecting to have the specifications for the 2012 van services RFP prepared by the beginning of April.**

**The earliest date MTS could have assumed clearance for issuance of the RFP was a full 23 calendar days past the issuance date for the previous Transit Plus van service RFP solicitation in 2007.**

### **Proposal Criteria Delay**

According to the MTS Director of Materials Management, he was expecting the MTS Transit Plus Director to have the specifications for the 2012 van services RFP prepared by the beginning of April. The Director of Materials Management received the specifications on April 25. The Director of Materials Management attributed the delay to general workload issues and the fact that a specifications writer position was eliminated from MTS years ago, leaving operations staff the responsibility to develop the specifications. After minor edits and the addition of boilerplate language required for all MTS contract awards, on May 2, he forwarded the specifications to MCDOT with a request for approval and establishment of a DBE goal.

According to the MTS management and operations contract, the MCDOT Contract Administrator (Director of Operations) is contractually obligated to review RFPs in excess of \$50,000 in advance of issuance, and to "...provide input with respect thereto within five (5) business days following its receipt of a complete information package." Therefore, assuming the RFP information package sent to MCDOT by MTS without a DBE goal on May 2, was considered complete, the earliest date MTS could have assumed clearance for issuance of the RFP was May 9. This is a full 23 calendar days past the April 16 issuance date for the previous Transit Plus van service RFP solicitation in 2007.

### **DBE Goal Delay**

The CBDP Office reports directly to the Chairwoman of the Milwaukee County Board of Supervisors, while the Director of MCDOT is reports directly to the Milwaukee County Executive. The MCDOT Director delegates the MTS Contract Administrator oversight function to the MCDOT Director of Operations. According to the Director of Operations, he facilitates exchanges between MTS and the CBDP Office on any larger problematic issues, but that there is a direct line of communication between MTS and CBDP staff on a day-to-day basis.

**An April 30 email correspondence string reflects CBDP staff's frustration with an inability to obtain information it deemed necessary to establish DBE goals.**

The MTS Director of Materials Management stated that, prior to 2012, he would deal directly with the former MCDOT Manager of Transportation Planning, who would work directly with CBDP staff and facilitate a quick turnaround in the establishment of DBE goals. After the retirement of that individual in December 2011, however, the position was abolished.

An April 30 email correspondence string (see **Timeline**, page 14) between CBDP staff and management, the MCDOT Director of Operations and MTS management reflects CBDP staff's frustration with an inability to obtain information it deemed necessary to establish DBE goals for several MTS projects. According to the MCDOT Director of Operations, this was reflective of FTA guidance that a more rigorous effort should be undertaken in the establishment of DBE goals for federally-funded projects.

In his email transmission to the MTS Director of Materials Management and MTS Director of Administration on April 30, the MCDOT Director of Operations instructs MTS to provide any planning documentation available on the development of RFP specifications and, if none exist, suggests a meeting with CBDP staff may be necessary to explain MTS' process for developing specifications.

Despite this general instruction pertaining to several pending RFP solicitations, there was a 22 day delay between the date MTS forwarded its RFP specifications to the MCDOT Director of Operations, requesting establishment of a DBE goal and approval to proceed, and the date MTS provided the information the CBDP Office deemed necessary to establish a contract goal. According to the CBDP Contract Compliance Manager, who was involved in this project, he had no interaction with MTS staff during this time period. He indicated that the MTS request was "on the desk" of the former CBDP Director beginning on May 2. On May 22, the former CBDP Director emailed the MCDOT

**The MTS Director of Materials Management noted that the information requested by the CBDP Office did not seem relevant to the RFP solicitations for which DBE goals were being requested.**

Director of Operations, copying the MTS Managing Director, reiterating the need for additional information from MTS. That same evening, MTS Managing Director instructed the MTS Director of Materials Management and MTS Director of Administration to provide any information necessary for the establishment of the DBE goal.

The previous day, on May 21, the MTS Director of Administration had already emailed, to the MCDOT Director of Operations, documentation that the CBDP Office had previously requested, but made special note of the fact that the MTS procurement process would be followed. This was an apparent reference to the fact that the CBDP Office was requesting that MTS complete either a professional service or construction contract standard form. In an interview, the MTS Director of Materials Management noted that the information requested by the CBDP Office did not seem relevant to the RFP solicitations for which DBE goals were being requested.

On May 23, the MCDOT Director of Operations forwarded the, information MTS provided to the CBDP Office. The following day, May 24, the MTS Director of Administration sends an email to the MCDOT Director of Operations correcting an error contained in his previous transmission. The MCDOT Director of Operations forwards this corrected information to the CBDP Office and a DBE goal was established seven days after that.

On July 20, the former CBDP Director was suspended for unrelated matters and has subsequently been replaced. We did not attempt to contact the former CBDP Director for additional clarification on the delay. The current CBDP Director has made a verbal commitment to MTS to turnaround requests for establishment of DBE goals within three business days.

**An additional delay of 22 days awaiting FTA written guidance on a procedural matter became critical.**

### **FTA Written Guidance Delay**

With the initial 23-day delay in MTS' development of the RFP specifications and the subsequent delay of 22 days in the establishment of a DBE goal, an additional delay of 22 days awaiting FTA written guidance on a procedural matter became critical. The delay stemmed from separate errors relating to Buy America compliance certifications included as part of the competitive proposals submitted by two vendors.

RFP proposals were due on July 20. Four proposals were received. The RFP required the submission of two separate Buy America certifications; one for rolling stock and one for steel, iron or manufactured products. One of the vendors submitted certifications with signatures attesting to both compliance and non-compliance with both requirements. The other vendor submitted a signed certification attesting to compliance with the rolling stock requirement, but did not include a certification of compliance for the steel, iron or manufactured goods requirement.

In both instances, the errors were discovered by the MTS Director of Materials Management during a review of proposals for responsiveness. In both instances, the vendors were contacted for clarification and in both instances, corrections were made to indicate compliance with both certification requirements.

On July 27, MTS management notified MCDOT of the Buy America errors. The MTS Director of Materials Management reviewed Best Practices guidance on the FTA website and indicated that for contracts awarded on a sealed bid basis, the Buy America errors would disqualify the bids. However, for contracts awarded on a competitive proposal basis, the errors could be corrected in a subsequent revised best and final offer so long as all vendors were provided the same opportunity to submit revised best and final offer proposals. The MTS Director of Materials Management identified a 2003 court case on the



**Interviews yielded conflicting statements regarding upon whose judgment written guidance from the FTA was sought.**

FTA website, Siemens Transportation, affirming that course of action.

Interviews yielded conflicting statements regarding upon whose judgment written guidance from the FTA was sought. According to the MTS Director of Materials Management, the MCDOT Director of Operations and MCDOT Transportation Business Manager insisted on receiving written guidance from the FTA. According to the MCDOT Director of Operations, the MTS Director of Materials Management advised that written guidance from the FTA should be obtained for his comfort level. The MCDOT Director of Operations said he relied on the MTS Director of Materials Management's expertise regarding that issue. He said he requested that the MTS Director of Materials Management draft a letter laying out the Buy America procedural issue and on July 30, the MCDOT Director of Operations sent a letter under MCDOT letterhead to the FTA seeking written guidance. Both parties agreed that there was no concern that a response would significantly delay the process.

The RFP process continued, with presentations and discussions with proposers, originally scheduled for the last two weeks in July, conducted during August 1–3. Final and best offers were required by August 8. On August 6, the FTA Office of Program Management and Oversight emailed several questions to the MTS Director of Materials Management, who responded that same day.

During the period August 16–29, an Evaluation Committee convened to review proposals, assign technical scores, consider price offers and determine a Best Value vendor for contract award. The five-member Evaluation Committee was composed of four representatives from MTS (including three from Transit Plus), and one representative from the Milwaukee County Office for Persons with Disabilities. The Evaluation Committee determined that First Transit's proposal for a single service area

comprising the entire County was the Best Value. According to the MTS Director of Materials Management, the members of the Evaluation Committee had other job duties and at the time, he felt that if a Notice of Intent to Award letter was mailed by the end of August, there would be sufficient time to allow for a protest, appeal, resolution of appeal and contract award, while still providing the winning proposer 30 days preparation for the November 1 contract start date.

**From the July 30 date of the request until the September 20 response, it took the FTA a total of 52 days to confirm the MTS Director of Materials Management's initial conclusion.**

Upon receiving the determination of the Evaluation Committee on August 29, the MTS Director of Materials Management emailed the FTA asking for an update and if any additional information was required for a response to the July 30 letter requesting administrative guidance. The FTA responded that no additional information was necessary and that the matter was still under review. It is from this point on August 29 until the FTA written guidance is provided on September 20 that 22 days are lost to the decision to seek the FTA approval. From the July 30 date of the request until the September 20 response, it took the FTA a total of 52 days to confirm the MTS Director of Materials Management's initial conclusion that the FTA regulations permitted proposers to submit corrected Buy America certifications with their Best and Final offers.

### **Appeals Hearing Delay**

After receiving the Notice of Intent to Award letter announcing MTS' intention to award First Transit a contract for the entire County, Transit Express filed a timely protest received by MTS on September 25. In accordance with MTS procurement procedure, Transit Express filed the five-point protest with the MTS Director of Materials Management. Two of the points were procedural, while three of the points related to alleged misrepresentations on the part of First Transit.

The following day, September 26, the MTS Director of Materials Management reviewed and responded to each protest issue, and

denied the protest in its entirety. On October 2, Transit Express filed a formal appeal of the protest denial. A three-member Appeals Committee was formed by MTS, consisting of two MTS managers and one MCDOT manager. An Appeals Hearing was scheduled for October 9.

**At two points during this process to date, MTS reached out to both vendors requesting two-month extensions of their existing contracts to ensure continuation of service to clients.**

At two points during this process to date, on September 19 (the day before the FTA written guidance letter arrives and, consequently, the day before the Notice of Intent to Award letter is mailed by MTS), and on September 28, MTS reached out to both First Transit and Transit Express requesting that two-month extensions of their existing contracts at their current terms be executed to ensure continuation of service to clients.

In the first instance, the extensions were requested due to delays in the procurement process attributed by MTS as due to awaiting FTA guidance. In that instance, First Transit agreed to extend service for two months within its service area under existing contract terms, but Transit Express made no such commitment.

In the second instance, the request was made to accommodate resolution of the Transit Express protest and anticipated formal appeal. In that instance, MTS was unsuccessful in getting the cooperation of either vendor to extend service under current terms on a short-term basis.

Based on Transit Express' staunch position that discussion of a contract extension focus on a three-year commitment, MTS focused its efforts on negotiating some type of 'bridge' agreement for the entire County that would permit full resolution of Transit Express' appeal, and culminate in the awarding of a contract to First Transit under the terms of its competitively bid proposal of August 8. While actual negotiations took place between legal counsel representing MTS and First Transit, respectively, email correspondence between the MTS Managing Director and the MCDOT Director of Operations reflect virtually

**Awarding a new contract to First Transit under terms that were in any way modified from its August 8 proposal would invalidate the procurement process and would not stand up on appeal.**

around-the-clock negotiations during October 9-11. At 12:50 pm on October 11, the MTS Managing Director emails the MCDOT Director of Operations that he is close to an agreement with First Transit on a one-year emergency extension for the entire County with some terms favorable to the vendor to allow for an expedited start-up, but with the ability for MTS to terminate the extension with six months' notice to award a new contract per First Transit's August 8 proposal, assuming resolution of the Transit Express appeal. The MTS Managing Director expressed confidence that a deal would be struck with First Transit later that day. A copy of MTS' proposed offer for the extension was attached to the email.

However, First Transit countered soon after with terms that changed its August 8 proposal, creating additional terms more favorable to First Transit. The MTS Managing Director and MTS Director of Materials Management correctly point out that while temporarily extending more favorable terms to First Transit under a short-term emergency extension would be defensible, awarding a subsequent contract to First Transit under terms that were in any way modified from its August 8 proposal would invalidate the procurement process and would not stand up on appeal.

Given these circumstances, the MTS Managing Director changed his focus and negotiated the two three-year emergency extensions with First Transit and Transit Express, respectively. Tentative terms were reached and on the morning of October 12, MTS management met with MCDOT management and concurrence was reached that terms of the three-year extensions should be finalized and executed. With a series of emails and draft document attachments, MTS management met its contractual obligation to report to the MCDOT Director of Operations within 48 hours "...written detail of the extent of the emergency and why the necessity for the purchase was needed."

**It appears counter-productive for MTS to accommodate requests for a delay in the Appeals Hearing.**

Based on these email exchanges and interviews, it is clear that while MTS management was hopeful as late as October 11 that some type of agreement could be reached with First Transit to continue service to the entire County beginning November 1, time was of the essence and each passing day reduced the chance of guaranteeing uninterrupted service. Given that reality, it appears counter-productive for MTS to accommodate the wishes of advocates for persons with disabilities for a delay in the Appeals Hearing, initially scheduled for October 9, so that they could have adequate notice to provide input at the hearing. MTS management noted that a large number of calls were received from multiple individuals wishing to express their concerns and requesting a delay. MTS management also noted it is uncertain as to whether or not allowing public input at a contract award appeals hearing is legally required.

While the additional delay of 10 days may not have made a difference in the ultimate outcome, proceeding with the Appeals Hearing as originally scheduled may have brought the Transit Express appeal to a conclusion in time to change the dynamics of the First Transit negotiations.

It should be noted that, had the Appeals Committee upheld the denial of Transit Express' protest, Transit Express may have been able to appeal that decision to the FTA. However, the FTA limits its reviews of local protests to whether or not the local entity has written appeals procedures, and whether those procedures were followed, unless a "federal issue" is involved. According to information provided on an FTA Q&A document posted on its website:

Please note that FTA jurisdiction over bid protests is limited to allegations that the grantee does not have protest procedures, or has not complied with its protest procedures, or has not reviewed the protest when presented an opportunity to do so. In addition FTA will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. Examples of "Federal

concerns” include, but are not limited to, situations “where a special Federal interest is declared because of program management concerns, possible mismanagement, impropriety, waste, or fraud.”

To clarify MTS’ legal responsibilities throughout a contract award appeals process, we recommend MCDOT management:

1. *Work with MTS to obtain guidance from the Milwaukee County Corporation Counsel regarding all aspects of its appeals process, including appropriate criteria for allowing public input.*

### **Lack of a Service Continuation Contract Provision and Level of Current Van Service Provider Cooperation**

**Both providers took advantage of an opportunity created by the apparent losing proposer to obtain terms of contracts more favorable than the ones proposed in their April 8 offers.**

Lacking a contract provision requiring that van service providers continue service under existing terms until a subsequent contract is awarded, each day within the delays described in this report pushed MTS closer to a point at which it had little negotiating leverage to counter provider demands. Bluntly said, both providers took advantage of an opportunity created by the apparent losing proposer to obtain terms of contracts more favorable than the ones proposed in their August 8 offers. In their respective three-year emergency extensions:

### **Transit Express**

- Locks in the rates submitted in its losing proposal for the northern section of Milwaukee County.
- Includes a 3.5% annual increase in rates each year of the contract extension, which was also consistent with Transit Express’ losing proposal.
- MCTS’s ability to terminate the contract extension is limited to any event by which the FTA restricts or eliminates funding to MCTS for the paratransit services included within the emergency agreement.

### **First Transit**

- Locks in rates 10.5%, 11.5% and 12.2% higher than its August 8 proposal for the southern section of Milwaukee County for years one, two and three of the contract extension, respectively.

- Received a liquidated damages clause of \$150,000 for termination for any reason other than default.
- Received payment of \$225,000 from MTS for “start-up bid and protest costs” incurred. No supporting documentation was required or requested for this payment.

To help ensure continuation of service in the event of delays in future contract awards, we recommend MCDOT management:

2. *Work with MTS to include continuation of service provisions in paratransit service contracts that ensure no interruption in service before subsequent contracts are awarded.*

### **Technical Scoring Issue**

During our review of the Evaluation Committee’s technical scoring, and during an interview with the MTS Director of Materials Management, it was brought to our attention that the highest and lowest scores assigned within each set of criteria by the five Evaluation Committee members was discarded in the calculation of total technical scores. The remaining three scores were averaged for each category and summed for a total technical score for each proposal. Without commenting on the wisdom of this protocol, we noted that it is not prescribed in MTS’ procurement procedures. According to the MTS Director of Materials Management, the practice dates back to at least 2003 and was upheld as proper under a legal challenge at that time.

We recalculated the technical scores averaging all the scores of all five members, including the high and low scores in each category. Our recalculation resulted in no changes in the ranking of the proposals.

To prevent future potential challenges for failure to follow written procedures regarding the calculation of technical scores, we recommend that MCDOT management:

3. *Work with MTS management to codify its scoring protocol in its procurement procedures.*



## Conclusions and Recommendations

Our review of the events leading to the issuance of the two three-year emergency contracts for paratransit van services and discussions with principal players suggests the need for improved clarity in the lines of accountability for management of the Milwaukee County Transit System. Specific accountabilities, lines of authority should be clearly delineated between the Milwaukee County Department of Transportation and Milwaukee Transport Services, Inc. regarding working relationships with the Federal Transit Administration and internal County departments such as the Office of Community Business Development Partners.

Specifically, MCDOT management should ensure that MTS management:

- 4. Establish a suitable timeframe for procurements that include hard internal deadlines, formal agreements for turnaround times on inter-agency interactions, and ample cushion for unforeseen delays.*
- 5. Establish formal protocols for notification of the MCDOT Contract Administrator when above deadlines are missed.*
- 6. Limit emergency contracts/extensions to one year.*
- 7. Require formal written notification of the County Executive and County Board Chair within 48 hours of any emergency contract/extensions with a detailed explanation of the nature and extent of the emergency, as well as the fiscal impact of the action taken.*

## Additional Considerations

Questions have been raised regarding the ability of MTS to terminate the emergency contract provisions and re-bid the paratransit van service contract. Our reading of the contract language is that there are limited options for terminating the emergency contract extensions. MTS' ability to terminate the Transit Express contract is restricted to a limitation or elimination of Federal funding. The contract language for First Transit provides for termination, but includes a liquidated damages

**There are limited options for terminating the emergency contract extensions.**

provision of \$150,000 if the termination is for any reason other than default. This amount is in addition to unspecified "...contract close-out costs, and profit on work performed up to the time of termination." That language in the 2007 contract applies specifically to termination for convenience.

Therefore, MCDOT could attempt to persuade the FTA to limit or eliminate Federal funding for the Transit Express contract. Toward the end of our review we became aware of monitoring efforts by the CBDP Office that suggests both Transit Express and First Transit are under-achieving their contractual DBE goals (see **Exhibit 4**), which could potentially result in the termination of their respective agreements.

Further, MTS could pay the liquidated damages of \$150,000 plus the unspecified 2007 close-out costs and terminate the First Transit contract.

Finally, the contracts in question are between MTS and the van service providers. If MTS were to be replaced with another contractor, it is a legal question as to whether or not the contracts are assignable to the new contractor.

**Pursuing any termination options begs the question: How could a continuation of paratransit van service to Milwaukee County's persons with disabilities be guaranteed?**

However, since the emergency contract extensions do not include a continuation of services clause, pursuing any of the above options begs the question: How could a continuation of paratransit van service to Milwaukee County's persons with disabilities be guaranteed?

To exhaust all possibilities for recovering some of the negative fiscal implications of the emergency contract extensions without disrupting paratransit van services, we recommend MCDOT management:

8. *Work with Corporation Counsel and representatives of the Federal Transit Administration to review all options for terminating the emergency contract extensions for*

*paratransit van service without disrupting the service for Milwaukee County's Transit Plus clients.*

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## Audit Scope

The objectives of this audit was/were to provide a detailed analysis of the following:

- the Request for Proposal (RFP) process;
- the responses to the RFP from vendors;
- the awarding of the emergency contracts;
- the review panel;
- the inquiry to the Federal Transit Administration;
- a calculation of the estimated fiscal impact to Milwaukee County over the duration of the emergency contracts.

Additional objectives included identifying and providing policy makers a better understanding of the facts of the procurement, including the related financial implications, and any recommendations to improve the current process.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

We limited our review to the areas specified in this Scope Section. During the course of the audit, we:

- Reviewed Transit Plus program operating budget information from 2010—2012.
- Interviewed management from MTS, MCDOT, CBDP, and members of the RFP Evaluation Committee.
- Obtained and reviewed documents including email correspondence relevant to this audit scope.
- Obtained and reviewed Transit Plus ridership, client, and cost data.
- Obtained the total annual payments made to current paratransit van service providers covering 2010–2012 from MTS.
- Reviewed MTS policy and procedures and Milwaukee County ordinances related to procurements.
- Reviewed the 2007 and the 2012 RFPs for paratransit van service and the subsequent proposals, protest and appeal, and the current three-year emergency contracts.
- Reviewed the contracts both for the 2007 RFP and the three-year emergency contract extensions.

- Reviewed the MTS Management Operations Agreement between MTS, Inc. and Milwaukee County.
- Reviewed FTA guidelines related to paratransit services.
- Conducted internet research related to Paratransit operations and MTS providers.
- Determined the fiscal impact of the three-year emergency contract extension agreements compared to bidders' proposals.
- Addressed questions regarding the ability of MTS to terminate the emergency contract extensions and re-bid the paratransit van service contract.

# Competitive Contract Negotiations

PP-070

Date Issued: 02/10/2012

Date Revised: 06/07/2012

## I. PURPOSE

To provide guidelines to be used in all contract negotiations.

## II. SCOPE

These procedures applies to all employees.

## III. GENERAL

Negotiation is a procedure that includes the receipt of proposals from offerors, permits bargaining, and usually affords an opportunity to revise their offers before award of a contract. Bargaining, in the sense of discussion, persuasion, alteration of initial assumptions and positions, and give-and-take, may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract. Negotiations are appropriate if one (1) or all of the following conditions exist:

1. Adequate specifications are not available or would be too expensive to develop.
2. Discussions with the offerors are required.
3. Evaluation and award factors include criterion other than price or price related factors.
4. Other than a firm fixed price contract is to be awarded.
5. The contract is one which may result in revenue being generated for Milwaukee Transport Services, Inc., or one in which Milwaukee Transport is granting a right or privilege to a vendor which may generate revenue for said vendor or for Milwaukee Transport, or both.

### Independent Cost Estimate (ICE)

Before receiving proposals an Independent Cost Estimate must be obtained and included in the contract file.

### A. **Converting from Sealed Bidding to Negotiation Procedures**

When the Director of Materials Management has determined that a sealed bid is to be canceled and that use of negotiations is appropriate to complete the acquisition, the purchasing administrator may negotiate and make award without issuing a new solicitation subject to the following conditions:

1. Prior notice of intention to negotiate and a reasonable opportunity to negotiate have been given by the purchasing administrator to each responsive,



- responsible bidder that submitted a bid in response to the invitation for bids;
2. The negotiated price is the lowest negotiated price offered by any responsible bidder; and
  3. The negotiated price is lower than the lowest rejected bid price of a responsive, responsible bidder that submitted a bid. However, this paragraph (3) does not apply if the invitation was canceled and all bids were rejected.

**B. Solicitation and Receipt of Proposals**

This section prescribes policies and procedures for preparing and issuing requests for proposals (RFPs) and for receiving proposals.

1. Requests for proposals (RFPs) are used in negotiated acquisitions to communicate county requirements to prospective vendors and to solicit proposals from them. Solicitations shall contain the information necessary to enable prospective vendors to prepare proposals properly. Solicitation provisions and contract clauses may be incorporated into the solicitations and contracts by reference.
2. The purchasing administrator shall furnish identical information concerning a proposed acquisition to all prospective vendors.
3. The purchasing administrator shall solicit proposals only when there is a definite intention to award a contract.
4. A proposal received in response to an RFP is an offer that can be accepted by the county to create a binding contract.
5. Letter RFPs should be as clear and concise as possible, exclude any unnecessary verbiage or notices; and, as a minimum, contain the following:
  - a. RFP number and date.
  - b. Name and address of contracting office.
  - c. Type of contract contemplated.
  - d. Quantity, description, and required delivery for the item.
  - e. Applicable certifications and representations.
  - f. Contract terms and conditions.
  - g. Offer due date.
  - h. Other relevant information; e.g., incentives, variations in delivery schedule, any peculiar or different requirements, cost proposal support and different data requirements.

**C. Solicitation Mailing List and Advertising**

The Materials Management Department shall establish, maintain, and use lists of potential sources. RFPs shall be solicited from all potential sources. RFPs with an estimated aggregate value in excess of fifty thousand dollars (\$50,000.00) shall be advertised at least once in the officially designated newspaper for procurement notices as least two (2) weeks before the proposal due date, by posting official notice on the Materials Management bid/proposal board for the same period, posting official notice on the Doing Business With Milwaukee County Portal, and submitted to Demandstar for broadcast for the same period. Any response to publicized RFPs shall be honored to the maximum extent practical.

**D. Evaluation Factors**

RFPs shall identify all evaluation factors and their relative importance. Numerical weights, which may be employed in the evaluation of proposals, need not be disclosed in solicitation. Proposals shall be evaluated solely on the factors specified in the solicitation. The factors that will be considered in evaluating proposals shall be tailored to each procurement and include only those factors that will have an impact on the source selection decision. The evaluation factors that apply to an acquisition and the relative importance of those factors are within the broad discretion of the purchasing administrator. However, price or cost to the county shall be included as an evaluation factor in every source selection. Quality also shall be addressed in every source selection. In evaluation factors, quality may be expressed in terms of technical excellence, management capability, personnel qualifications, prior experience, past performance and schedule compliance. Other relevant factors may also be included.

**E. Right to Award Without Negotiations**

If so stated in the RFP, the purchasing administrator may make an award on the basis of the original proposals, without negotiation with any offeror. If the purchasing administrator conducts negotiations at all, however, then negotiations must be conducted with all offerors in the competitive range.

**F. Pre-proposal Conference**

1. A pre-proposal conference may be held to brief prospective offerors after a solicitation has been issued but before offers are submitted. Generally these conferences should be used in complex negotiated procurements to explain or clarify complicated specifications and requirements.
2. The purchasing administrator shall decide if a pre-proposal conference is required and make the necessary arrangements, including the following:
  - a. If notice was not in the solicitation, give all prospective offerors who received the solicitation adequate notice of the time, place, nature, and scope of the conference.



- b. If time allows, request prospective offerors to submit written questions in advance. Prepared answers can then be delivered during the conference.
  - c. Arrange for technical and legal personnel to attend the conference, if appropriate.
- 3. The Director of Materials Management or a designated representative shall conduct the pre-proposal conference, furnish all prospective offerors identical information concerning the proposed acquisition, make a complete record of the conference, and promptly furnish a copy of that record to all prospective offerors. Conferees shall be advised that:
  - a. Remarks and explanations at the conference shall not qualify the terms of the solicitation; and
  - b. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing.

#### **G. Receipt of Proposals**

The procedures for receipt and handling of proposals in negotiated procurements shall be the same as the receipt and safeguarding of sealed bids. Proposals shall be marked with the date and time of receipt. After receipt, proposals in negotiated procurements shall be safeguarded from unauthorized disclosure.

#### **H. Late Proposals and Modifications**

- 1. When a proposal or modification is received and it is clear from available information that it cannot be considered for award, the purchasing administrator shall promptly notify the offeror that it was received late and will not be considered.
- 2. Late proposals and modifications that are not considered shall be held unopened, unless opened for identification, until after award and then retained with other unsuccessful proposals.
- 3. The Director of Materials Management shall retain complete and sole discretion to waive the requirements of subparagraphs 1 and 2, above, if such waiver is deemed to be in the best interests of the county. Such decision of the Director of Materials Management is not subject to appeal to the Purchasing Appeals Committee..

#### **I. Disclosure and Use of Information Before Award**

- 1. After receipt of proposals, none of the information contained in them or concerning the number or identity of offerors shall be made available to the public or to anyone in county government.

2. During the pre-award or pre-acceptance period of a negotiated procurement, only the Director of Materials Management or designee, and other specifically authorized shall transmit technical or other information and conduct discussions with prospective vendors. Information shall not be furnished to a prospective vendor if, alone or together with other information, it may afford the prospective vendor an advantage over others. However, general information that is not prejudicial to others may be furnished upon request.
3. Prospective vendors may place restrictions on the disclosure and use of data in proposals. The Director of Materials Management shall not exclude proposals from consideration merely because they restrict disclosure and use of data, nor shall they be prejudiced by that restriction. The portions of the proposal that are so restricted (except for information that is also obtained from another source without restriction, or information required to be disclosed to county auditors) shall be used only for evaluation and shall not be disclosed outside Milwaukee Transport Services, Inc., the permission of the prospective vendor.

**J. Revised Offers and/or Best and Final Offer**

After negotiations are concluded each offeror in the competitive range shall be required to submit a revised offer and/or best and final offer at a uniform cutoff date and time. Revised offers or best and final offers received after the uniform cutoff date and time may be rejected without right of appeal. The Director of Materials Management may, in his or her sole discretion, waive this provision if waiver is deemed to be in the best interests of Milwaukee Transport Services Inc., and such decision is not subject to appeal to the Purchasing Appeals Committee.

**K. Responsibility**

After receiving proposals, awards must be made only to responsible contractors. Before making awards, EEO certification, past and current performance must be reviewed to confirm the contractor qualifies as responsible. For contracts with a value of \$25,000 or greater, the purchasing agent shall review principals on the Excluded Parties Listing System (EPLS). A screen print of the search results shall be included in the RFP file as noted on the Check List.

The EPLS website is [www.epls.gov/epls/search.do?multiName=true](http://www.epls.gov/epls/search.do?multiName=true)

**L. Awards**

In awarding a contract, price is but one (1) factor to be considered, and the award is not required to be made to the lowest responsive, responsible bidder. Awards shall be made to the responsive, responsible firm whose proposal overall is the most advantageous to Milwaukee Transport Services Inc., as determined in the sole opinion of the Director of Materials Management. Milwaukee Transport Services Inc., reserves the right to reject all proposals if the Director of Materials Management, in his or her sole discretion, determines such rejection to be in the public interest. Such rejection is not subject to appeal to the purchasing standardization committee.



**M. Protests to Award**

Calculation of time in days and hours shall exclude Saturdays, Sundays, and Major holidays.

1. All unsuccessful offerors shall be notified by fax machine transmission of the pending contract award. Protest to the award must be delivered to the Director of Materials Management within seventy-two (72) hours after receipt of notice. The Director of Materials Management's copy of the fax transmission cover sheet, or the departments fax log, shall be conclusive proof of the time and date of receipt by the offeror.
2. A protest must be in writing and clearly state the reason for it. The Director of Materials Management shall review the protest and notify the protestor of a decision by fax machine transmission within five (5) days. No contract shall be awarded while a protest is pending. A protest that is untimely or fails to clearly state the reason for the protest is invalid. The purchasing administrator's copy of the fax transmission cover sheet, or the departments fax log, shall be conclusive proof of the time and date of receipt by the offeror.
3. The decision of the Director of Materials Management disqualifying the protest for these reasons is final and cannot be appealed.

**N. Appeals to Purchasing Appeals Committee**

1. Except as provided in sections H(3), K and L(3), protests from decisions of the Director of Materials Management shall be made to the Purchasing Appeals Committee by delivering a written request for appeal hearing both to the Director of Materials Management and the Purchasing Appeals Committee within seventy-two (72) hours after receipt of the Director of Materials Management's decision.
2. The request shall state the grounds upon which the protest is based and shall request an appeal hearing. No contract shall be awarded until final disposition of the protest.
3. The chairman of the purchasing appeals committee shall notify all interested persons of the time and place of the hearing.
4. The purchasing appeals committee shall affirm, reverse or modify the decision of the Director of Materials Management and its decision shall be final.

**O. Unsuccessful Offeror Debriefing**

Unsuccessful offerors, upon their written request shall be debriefed as soon as possible and furnished the basis for the selection decision and contract award. Debriefings shall focus on aspects of the unsuccessful proposal that could have been

improved and should not make comparisons with the winning proposal. Debriefing shall not reveal the relative merits or technical standing of competitors or the evaluation scoring.

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## PURCHASE ORDER

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REVISED

## FOR PAYMENT

MAIL INVOICES IN DUPLICATE  
TO: ACCOUNTS PAYABLE  
TELEPHONE: 414-343-1707  
FAX: 414-344-4759**MILWAUKEE TRANSPORT SERVICES, INC.**Operator of Milwaukee County Transit System  
1942 NORTH 17TH STREET, MILWAUKEE, WI 53205-1697  
Telephone: 414-937-3243 • Fax: 414-344-7080

## PURCHASE ORDER NUMBER

B 15025-0001-0009

THIS NUMBER MUST APPEAR ON  
ALL INVOICES, PACKAGES AND  
DELIVERY FORMSVENDOR  
NUMBER

10639

(414) 847-2740 Fax: (414) 817-9854

VENDOR

FIRSTGROUP AMERICA  
4524 SOUTH 13TH STREET  
MILWAUKEE WI 53221

SHIP TO:

MILW. TRANSPORT SERVICES, INC.  
1525 W. VINE STREET  
MILWAUKEE WI 53205

Please furnish goods and/or services as specified herein, subject to the conditions of purchase as described on reverse side.

INVOICE DATE		PAYMENT TERMS		TOIL	FREIGHT TERMS	UNIT COST
11/01/2007		NET 30		DESTINATION	DELIVERED PRICING	
QTY	MTS REFER NO.	QUANTITY	UNIT	VENDOR PART NUMBER/DESCRIPTION		DATE REQUIRED
1	500-02-201	1	JOB	DISABLE TRANSPORT		8.00000 10/31/2012
2				<p>PARATransit SERVICES PER RFP #MM-05-07 AND SPECIFICATION TP-01-03 DATED 4/13/2007 FOR A TERM OF 5 YEARS FOR THE PERIOD FROM NOVEMBER 1, 2007 THROUGH OCTOBER 31, 2012. PRICES SHALL BE FIRM FOR 3 YEARS AS OUTLINED BELOW. PRICING FOR YEARS 4 AND 5 SHALL BE DETERMINED WITH THE CONSUMER PRICE INDEX (CPI) AS A CEILING OR CAP TO INSURE PRICE REASONABLENESS. THE CEILING FOR YEAR FOUR (4) WILL BE CALCULATED FOR NOVEMBER OF 2010 BY ADJUSTING THE COST PER HOUR BY AN AMOUNT EQUIVALENT TO THE CHANGE IN THE U.S. DEPARTMENT OF LABOR'S CONSUMER PRICE INDEX (MIDWEST URBAN - ALL ITEMS - 1982-84=100) BETWEEN THE MONTHS OF MARCH 2009 AND MARCH 2010. THE CEILING FOR YEAR FIVE (5) WILL BE CALCULATED FOR NOVEMBER OF 2011 BY ADJUSTING THE COST PER HOUR BY AN AMOUNT EQUIVALENT TO THE CHANGE IN THE U.S. DEPARTMENT OF LABOR'S CONSUMER PRICE INDEX (MIDWEST URBAN - ALL ITEMS - 1982-84=100) BETWEEN THE MONTHS OF MARCH 2010 AND MARCH 2011. MILWAUKEE TRANSPORT SERVICES (MTS) RESERVES THE UNILATERAL RIGHT TO REQUEST NEW PROPOSALS FOR SERVICES AND AWARD NEW CONTRACTS IF A MUTUALLY AGREEABLE REASONABLE PRICE BASED ON THE CPI AS A CEILING OR A CAP IS NOT REACHED BY MAY 1, 2010 FOR YEAR 4 OR MAY 1, 2011 FOR YEAR 5.</p> <p>YEAR 1 - HOURLY RATE FOR NOV. 1, 2007 THRU OCT. 31, 2008 = \$44.31/HOUR</p> <p>YEAR 2 - HOURLY RATE FOR NOV. 1, 2008 THRU OCT. 31, 2009 =</p>		
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SPECIAL  
INSTRUCTION

MTS is an agency of Milwaukee County and is exempt from Wisconsin Sales Tax under Section 77.51 (9a) (b) of the Wisconsin Statutes, and is exempt from Federal Excise Tax, and has been granted Exempt No. 39-73-0429-K, Wisconsin Exempt No. CES014081B.

IT IS A DIRECT CONDITION OF THE TERMS OF THIS CONTRACT THAT IF THERE ARE ANY TOXIC SUBSTANCES, MATERIALS, OR INFECTIOUS AGENTS, THE VENDOR SHALL SUPPLY TWO COPIES OF MATERIAL SAFETY DATA SHEETS IN ACCORDANCE WITH WISCONSIN STATUTES, CHAPTER 364. ONE DATA SHEET SHALL BE FURNISHED WITH THE MATERIAL SHIPMENT AND ONE COPY SENT TO MATERIALS MANAGEMENT. NO MATERIAL WILL BE ACCEPTED FOR DELIVERY WITHOUT THE REQUIRED DATA SHEET.


  
AUTHORIZED SIGNATURE

040 12 021 3/10

## PURCHASE ORDER

**MILWAUKEE TRANSPORT SERVICES, INC.**

Operator of Milwaukee County Transit System  
1942 NORTH 17TH STREET, MILWAUKEE, WI 53205-1697  
Telephone: 414-937-3243 • Fax: 414-344-7080

BLANKET  
REVISED

**FOR PAYMENT**  
MAIL INVOICES IN DUPLICATE  
TO: ACCOUNTS PAYABLE  
TELEPHONE: 414-343-1707  
FAX: 414-344-4759

VENDOR NUMBER 18639 (414) 847-2740 Fax: (414) 817-9864

## PURCHASE ORDER NUMBER

B 15025-0001-0009

THIS NUMBER MUST APPEAR ON  
ALL INVOICES, PACKAGES AND  
DELIVERY FORMS

PAGE: 2

VENDOR FIRSTGROUP AMERICA  
4524 SOUTH 13TH STREET  
MILWAUKEE WI 53221

SHEET: MILW. TRANSPORT SERVICES, INC.  
1525 W. VINE STREET  
MILWAUKEE WI 53205

Please furnish goods and/or services as specified herein, subject to the conditions of purchase as described on reverse side.

TO DATE		PAYMENT TERMS		FROM		PAYMENT TERMS		UNIT COST		
11/01/2007		NET 30		DESTINATION		DELIVERED PRICING				
QTY	MTS REF. NO.	QUANTITY	UNIT	VENDOR PART NUMBER/DESCRIPTION						DATE RECEIVED
27				\$45.98/HOUR						
28				YEAR 3 - HOURLY RATE FOR NOV. 1, 2009 THRU OCT. 31, 2010 =						
29				\$47.73/HOUR						
30				YEAR 4 - HOURLY RATE FOR NOV. 1, 2010 THRU OCT. 31, 2011 =						
31				\$48.99/HOUR						
32				YEAR 5 - HOURLY RATE FOR NOV. 1, 2011 THRU OCT. 31, 2012 =						
33				\$50.31/HOUR						
34										
35				EMERGENCY EXTENSION PER RFP MM-05-07, SPECIFICATION						
36				TP-01-03 DATED APRIL 13, 2007 AND ATTACHMENT A - EMERGENCY						
37				EXTENSION AGREEMENT FROM NOVEMBER 1, 2012 THRU						
38				OCTOBER 31, 2015.						
39										
40				HOURLY RATES SHALL BE AS FOLLOWS:						
41										
42				FROM NOVEMBER 1, 2012 THRU OCTOBER 31, 2013 = \$51.72/HR.						
43				FROM NOVEMBER 1, 2013 THRU OCTOBER 31, 2014 = \$53.27/HR.						
44				FROM NOVEMBER 1, 2014 THRU OCTOBER 31, 2015 = \$54.87/HR.						
45										
46										

SPECIAL INSTRUCTION EMERGENCY EXTENSION ADDED.

0.00

MTS is an agency of Milwaukee County and is exempt from Wisconsin Sales Tax under Section 77.54 (9a) (b) of the Wisconsin Statutes, and is exempt from Federal Excise Tax, and has been granted Exempt No. 39-73-0429-K, Wisconsin Exempt No. CES0140818.

IT IS A DIRECT CONDITION OF THE TERMS OF THIS CONTRACT THAT IF THERE BE ANY TOXIC SUBSTANCES, MATERIALS, OR INFECTIOUS AGENTS, THE VENDOR SHALL SUPPLY TWO COPIES OF MATERIAL SAFETY DATA SHEETS IN ACCORDANCE WITH WISCONSIN STATUTES, CHAPTER 304. ONE DATA SHEET SHALL BE FURNISHED WITH THE MATERIAL SHIPMENT AND ONE COPY SENT TO MATERIALS MANAGEMENT. NO MATERIAL WILL BE ACCEPTED FOR DELIVERY WITHOUT THE REQUIRED DATA SHEET.

  
AUTHORIZED SIGNATURE

040 12 021 3/10



**ATTACHMENT A**

**EMERGENCY EXTENSION AGREEMENT BETWEEN FIRST TRANSIT,  
INC. AND MILWAUKEE TRANSPORT SERVICES, INC.**

THIS EMERGENCY EXTENSION AGREEMENT ("Emergency Agreement") is made and entered into by and between Milwaukee Transport Services Inc. ("MCTS"), on the one side, and First Transit, Inc., a Delaware corporation ("First Transit"), on the other (collectively the "Contracting Parties").

**WHEREAS**, MCTS and First Transit entered into Purchase Order Number 15025 pursuant to RFP MM-05-07 and Specification TP-01-03, Dated 04/13/2007, for paratransit services for Area B from November 1, 2007 to October 31, 2012;

**WHEREAS**, MCTS put out for bid RFP MM-05-12 on or about June 5, 2012;

**WHEREAS**, MCTS received offers from, amongst other entities, Transit Express Services, Inc., and First Transit, Inc.;

**WHEREAS**, on or about September 20, 2012, MCTS issued a letter of intent to award RFP MM-05-12 to First Transit, Inc. for areas A and B ("Letter of Intent");

**WHEREAS**, the Letter of Intent was protested by Transit Express, and, pursuant to the protest appeal procedures of RFP MM-05-12, a hearing was scheduled to be held on October 19, 2012 ("Hearing");

**WHEREAS**, no award from RFP MM-05-12 would be permitted until after the Hearing providing an insufficient amount of time for any vendor to provide paratransit services to MCTS. A vendor would likely require at least a month to be able to provide paratransit services to MCTS pursuant to RFP MM-05-12;

**WHEREAS**, Transit Express and First Transit are the two vendors contractually obligated to provide paratransit services to MCTS only until October 31, 2012;

**WHEREAS**, because no award could be made pursuant to RFP MM-05-12 until after October 31, 2012, and because the current paratransit providers are contractually obligated to provide paratransit services only until October 31, 2012, MCTS sought emergency extension agreements with the current paratransit providers to ensure safe and reliable paratransit services from November 1, 2012 and on;

**NOW THEREFORE**, in consideration of the terms, provisions, and promises set forth below, the Contracting Parties agree as follows:

1. This is an emergency extension of paratransit services provided pursuant to Purchase Order Number 15025 RFP MM-05-7 and Specification TP-01-03 dated 4/13/2007 (the "2007 Contract"). This Emergency Agreement incorporates all of the terms, rights and obligations of the 2007 Contract as if fully set forth herein. To the extent that any of the terms of this Emergency Agreement conflict with the terms, rights, or obligations of the 2007 Contract, this Emergency Agreement shall control.

2. The term of this Emergency Agreement shall be three (3) years commencing on November 1, 2012 and ending on October 31, 2015.

3. From November 1, 2012, until October 31, 2013, the Cost per Service Hour will be \$51.72 per hour which is last year's rate increased by the change in the U.S. Department of Labor's Consumer Price Index (Midwest urban - All Items - 1982-84=100) between the months of March 2011 and March 2012. First Transit retains all fares in addition to receiving the above noted hourly rate.

4. From November 1, 2013, until October 31, 2014, the Cost per Service Hour will be \$53.27 per hour which is a three percent (3%) increase from the previous year. First Transit retains all fares in addition to receiving the above noted hourly rate.

5. From November 1, 2014, until October 31, 2015, the Cost per Service Hour will be \$54.87 per hour which is a three percent (3%) increase from the previous year. First Transit retains all fares in addition to receiving the above noted hourly rate.

6. If MCTS should cancel this Agreement for any reason other than default of First Transit before October 31, 2015, MCTS will owe liquidated damages to First Transit for early cancellation in the amount of one hundred fifty thousand dollars (\$150,000). This liquidated damages payment is in addition to termination costs including close-out costs and profit payable to First Transit under the 2007 Contract. In the event of default, MCTS will provide notice of default to First Transit and a thirty (30) day period within which to cure the default.

7. The Parties acknowledge that this Emergency Agreement is a joint product and shall not be construed against either party on grounds of drafting.

8. This Emergency Agreement may not be amended except by a written amendment signed by all of the Parties.

9. The validity, performance, and enforcement of this Emergency Agreement shall be governed by the laws of the State of Wisconsin and any suit brought thereon shall be commenced and remain in the circuit court of Milwaukee County Wisconsin.

10. This Emergency Agreement may be executed in counterparts, each of which when so executed shall be an original, but all such counterparts together constitute but one and the same instrument. A signed copy of this Emergency Agreement transmitted by facsimile or electronic means shall be as effective as an original.





# MILWAUKEE TRANSPORT SERVICES, INC.

Operator of Milwaukee County Transit System  
1942 NORTH 17TH STREET, MILWAUKEE, WI 53205-1697  
Telephone: 414-937-3243 • Fax: 414-344-7080

## PURCHASE ORDER

BLANKET REVISED

## FOR PAYMENT

MAIL INVOICES IN DUPLICATE  
TO: ACCOUNTS PAYABLE  
TELEPHONE: 414-343-1707  
FAX: 414-344-4758

VENDOR  
NUMBER

28299

(414) 264-7433 Fax: (414) 264-7468

## PURCHASE ORDER NUMBER

B 15826-0001-0008

THIS NUMBER MUST APPEAR ON  
ALL INVOICES, PACKAGES AND  
DELIVERY FORMS

PAGE:

1

VENDOR

TRANSIT EXPRESS SERVICES  
424 WEST CHERRY STREET  
MILWAUKEE WI 53212-3820

SHIP TO:

MILW. TRANSPORT SERVICES, INC.  
1525 W. VINE STREET  
MILWAUKEE WI 53205

Please furnish goods and/or services as specified herein, subject to the conditions of purchase as described on reverse side.

PO DATE		PAYMENT TERMS		F.O.B.		FREIGHT TERMS		UNIT COST	
11/01/2007		NET 30		DESTINATION		DELIVERED PRICING			
LINE NO.	MTS REFER NO.	QUANTITY	UNIT	VENDOR PART NUMBER/DESCRIPTION					DATE REQUIRED
1	588-02-201	1	JOB	DISABLE TRANSPORT					0.00000 10/31/2012
2				PARATRANSIT SERVICES PER RFP WMM-05-07 AND SPECIFICATION					
3				TP-01-03 DATED 4/13/2007 FOR A TERM OF 5 YEARS FOR THE					
4				PERIOD FROM NOVEMBER 1, 2007 THROUGH OCTOBER 31, 2012.					
5				PRICES SHALL BE FIRM FOR 3 YEARS AS OUTLINED BELOW. PRICING					
6				FOR YEARS 4 AND 5 SHALL BE DETERMINED WITH THE CONSUMER					
7				PRICE INDEX (CPI) AS A CEILING OR CAP TO INSURE PRICE					
8				REASONABLENESS. THE CEILING FOR YEAR FOUR (4) WILL BE					
9				CALCULATED FOR NOVEMBER OF 2010 BY ADJUSTING THE COST PER					
10				HOUR BY AN AMOUNT EQUIVALENT TO THE CHANGE IN THE U.S.					
11				DEPARTMENT OF LABOR'S CONSUMER PRICE INDEX (MIDWEST URBAN -					
12				ALL ITEMS - 1982-84=100) BETWEEN THE MONTHS OF MARCH 2009					
13				AND MARCH 2010. THE CEILING FOR YEAR FIVE (5) WILL BE					
14				CALCULATED FOR NOVEMBER OF 2011 BY ADJUSTING THE COST PER					
15				HOUR BY AN AMOUNT EQUIVALENT TO THE CHANGE IN THE U.S.					
16				DEPARTMENT OF LABOR'S CONSUMER PRICE INDEX (MIDWEST URBAN -					
17				ALL ITEMS - 1982-84=100) BETWEEN THE MONTHS OF MARCH 2010					
18				AND MARCH 2011. MILWAUKEE TRANSPORT SERVICES (MTS) RESERVES					
19				THE UNILATERAL RIGHT TO REQUEST NEW PROPOSALS FOR SERVICES					
20				AND AWARD NEW CONTRACTS IF A MUTUALLY AGREEABLE REASONABLE					
21				PRICE BASED ON THE CPI AS A CEILING OR A CAP IS NOT REACH BY					
22				MAY 1, 2010 FOR YEAR 4 OR MAY 1, 2011 FOR YEAR 5.					
23				YEAR 1 - HOURLY RATE FOR NOV. 1, 2007 THRU OCT. 31, 2008 =					
24				\$41.60/HOUR					
25				YEAR 2 - HOURLY RATE FOR NOV. 1, 2008 THRU OCT. 31, 2009 =					
26									

## SPECIAL INSTRUCTION

MTS is an agency of Milwaukee County and is exempt from Wisconsin Sales Tax under Section 77.54 (3a) (b) of the Wisconsin Statutes, and is exempt from Federal Excise Tax, and has been granted Exempt No. 39-73-0429-K, Wisconsin Exempt No. CES0140818.

IT IS A DIRECT CONDITION OF THE TERMS OF THIS CONTRACT THAT IF THERE BE ANY TOXIC SUBSTANCES, MATERIALS, OR INFECTIOUS AGENTS, THE VENDOR SHALL SUPPLY TWO COPIES OF MATERIAL SAFETY DATA SHEETS IN ACCORDANCE WITH WISCONSIN STATUTES, CHAPTER 364. ONE DATA SHEET SHALL BE FURNISHED WITH THE MATERIAL SHIPMENT AND ONE COPY SENT TO MATERIALS MANAGEMENT. NO MATERIAL WILL BE ACCEPTED FOR DELIVERY WITHOUT THE REQUIRED DATA SHEET.

040 12 021 3/10

  
AUTHORIZED SIGNATURE



# MILWAUKEE TRANSPORT SERVICES, INC.

Operator of Milwaukee County Transit System  
1942 NORTH 17TH STREET, MILWAUKEE, WI 53205-1697  
Telephone: 414-937-3243 • Fax: 414-344-7080

## PURCHASE ORDER

BLANKET  
REVISED

**FOR PAYMENT**  
MAIL INVOICES IN DUPLICATE  
TO: ACCOUNTS PAYABLE  
TELEPHONE: 414-343-1707  
FAX: 414-344-4759

VENDOR NUMBER 20299 (414) 264-7433 Fax: (414) 264-7460

### PURCHASE ORDER NUMBER

B 15026-0001-0000

THIS NUMBER MUST APPEAR ON  
ALL INVOICES, PACKAGES AND  
DELIVERY FORMS

PAGE: 2

VENDOR: TRANSIT EXPRESS SERVICES  
424 WEST CHERRY STREET  
MILWAUKEE WI 53212-3820

SHIP TO: MILW. TRANSPORT SERVICES, INC.  
1525 W. VINE STREET  
MILWAUKEE WI 53205

Please furnish goods and/or services as specified hereon, subject to the conditions of purchase as described on reverse side.

PO DATE		PAYMENT TERMS		FOB	FREIGHT TERMS	UNIT COST
11/01/2007		NET 30		DESTINATION	DELIVERED PRICING	
LINE NO.	MTS REFER NO.	QUANTITY	UNIT	VENDOR PART NUMBER/DESCRIPTION		DATE REQUIRED
27				\$43.47/HOUR		
28				YEAR 3 - HOURLY RATE FOR NOV. 1, 2009 THRU OCT. 31, 2010 =		
29				\$44.69/HOUR		
30				YEAR 4 - HOURLY RATE FOR NOV. 1, 2010 THRU OCT. 31, 2011 =		
31				\$45.87/HOUR		
32				YEAR 5 - HOURLY RATE FOR NOV. 1, 2011 THRU OCT. 31, 2012 =		
33				\$47.11/HOUR		
34						
35				EMERGENCY EXTENSION PER RFP MM-05-07, SPECIFICATION TP-01-03		
36				DATED APRIL 13, 2011 AND ATTACHMENT A - EMERGENCY EXTENSION		
37				AGREEMENT FROM NOVEMBER 1, 2012 THRU OCTOBER 31, 2015.		
38				HOURLY RATES SHALL BE AS FOLLOWS:		
39				FROM NOVEMBER 1, 2012 THRU OCTOBER 31, 2013 = \$50.87/HR.		
40				FROM NOVEMBER 1, 2013 THRU OCTOBER 31, 2014 = \$52.65/HR.		
41				FROM NOVEMBER 1, 2014 THRU OCTOBER 31, 2015 = \$54.49/HR.		
42						
43						
44						
45						

SPECIAL INSTRUCTION EMERGENCY EXTENSION ADDED.

8.00

MTS is an agency of Milwaukee County and is exempt from Wisconsin Sales Tax under Section 77.54 (9a) (b) of the Wisconsin Statutes, and is exempt from Federal Excise Tax, and has been granted Exempt No. 39-73-0429-K. Wisconsin Exempt No. CES0140818.

IT IS A DIRECT CONDITION OF THE TERMS OF THIS CONTRACT THAT IF THERE BE ANY TOXIC SUBSTANCES, MATERIALS, OR INFECTIOUS AGENTS, THE VENDOR SHALL SUPPLY TWO COPIES OF MATERIAL SAFETY DATA SHEETS IN ACCORDANCE WITH WISCONSIN STATUTES, CHAPTER 384, ONE DATA SHEET SHALL BE FURNISHED WITH THE MATERIAL SHIPMENT AND ONE COPY SENT TO MATERIALS MANAGEMENT. NO MATERIAL WILL BE ACCEPTED FOR DELIVERY WITHOUT THE REQUIRED DATA SHEET.

*Carl J. Ciolek*  
AUTHORIZED SIGNATURE

040 12 021 3/10

**ATTACHMENT A**

**EMERGENCY EXTENSION AGREEMENT  
BETWEEN TRANSIT EXPRESS SERVICES, INC. AND MILWAUKEE  
TRANSPORT SERVICES, INC.**

THIS EMERGENCY EXTENSION AGREEMENT ("Emergency Agreement") is made and entered into by and between Milwaukee Transport Services Inc. and Milwaukee County Transit System (collectively "MCTS"), on the one side, and Transit Express Services, Inc. ("Transit Express"), on the other (collectively the "Contracting Parties").

**WHEREAS**, MCTS and Transit Express entered into Purchase Order Number 15026 pursuant to RFP MM-05-07 and Specification TP-01-03, Dated 04/13/2007, for paratransit services for Area A from November 1, 2007 to October 31, 2012;

**WHEREAS**, MCTS put out for bid RFP MM-05-12 on or about June 5, 2012;

**WHEREAS**, MCTS received offers from, amongst other entities, Transit Express Services, Inc., and First Transit, Inc. for areas A and B ("First Transit");

**WHEREAS**, on or about September 20, 2012, MCTS issued a letter of intent to award RFP MM-05-12 to First Transit, Inc. ("Letter of Intent");

**WHEREAS**, the Letter of Intent was protested by Transit Express, and, pursuant to the protest appeal procedures of RFP MM-05-12, a hearing was scheduled to be held on October 19, 2012 ("Hearing");

**WHEREAS**, no award from RFP MM-05-12 would be permitted until after the Hearing leaving an insufficient amount of time for any vendor to provide paratransit services to MCTS. A vendor would likely require at least a month to be able to provide paratransit services to MCTS pursuant to RFP MM-05-12;

**WHEREAS**, Transit Express and First Transit are the two vendors contractually obligated to provide paratransit services to MCTS only until October 31, 2012;

**WHEREAS**, because no award could be made pursuant to RFP MM-05-12 until after October 31, 2012, and because the current paratransit providers are contractually obligated to provide paratransit services only until October 31, 2012, MCTS sought emergency extension agreements with the current paratransit providers to ensure safe and reliable paratransit services from November 1, 2012 and on;

**NOW THEREFORE**, in consideration of the terms, provisions, and promises set forth below, the Contracting Parties agree as follows:

1. This is an emergency extension of paratransit services provided pursuant to Purchase Order Number 15026 RFP MM-05-7 and Specification TP-01-03 dated 4/13/2007 (the "2007 Contract"). This Emergency Agreement incorporates all of the terms, rights and obligations of the 2007 Contract as if fully set forth herein. To the extent that any of the terms of this Emergency Agreement conflict with the terms, rights, or obligations of the 2007 Contract, this Emergency Agreement shall control.
2. The term of this Emergency Agreement shall be three (3) years commencing on November 1, 2012 and ending on October 31, 2015.
3. Transit Express shall continue to service Area A only under the same terms and conditions as those contained within the 2007 Contract, except as those provided in this Emergency Agreement.
4. From November 1, 2012, until October 31, 2013, the Cost per Service Hour will be \$50.87 per hour.



5. From November 1, 2013, until October 31, 2014, the Cost per Service Hour will be \$52.65 per hour.

6. From November 1, 2014, until October 31, 2015, the Cost per Service Hour will be \$54.49 per hour.

7. The Parties acknowledge that this Emergency Agreement is a joint product and shall not be construed against either party on grounds of drafting.

8. This Emergency Agreement may not be amended except by a written amendment signed by all of the Parties.

9. The validity, performance, and enforcement of this Emergency Agreement shall be governed by the laws of the State of Wisconsin and any suit brought thereon shall be commenced and remain in the circuit court of Milwaukee County Wisconsin.

10. This Emergency Agreement may be executed in counterparts, each of which when so executed shall be an original, but all such counterparts together constitute but one and the same instrument. A signed copy of this Emergency Agreement transmitted by facsimile or electronic means shall be as effective as an original.

11. MCTS's ability to terminate this emergency extension agreement for convenience pursuant to Paragraph 22 of the 2007 Contract, shall be limited to any event by which the Federal Transit Administration restricts or eliminates funding to MCTS for the paratransit services included within this Emergency Agreement. This paragraph shall not affect MCTS's ability to terminate for default.

MILWAUKEE TRANSPORT SERVICES, INC.

By: Gregory Grant Jr.

10/17/2012  
Date

Its: President

Approved as to form:

[Signature]  
Quarles & Brady LLP

10/17/2012  
Date

Attorneys for Milwaukee Transport Services, Inc.

TRANSIT EXPRESS SERVICES, INC.

By: John V. Doherty

10/17/2012  
Date

Its: John V. Doherty

Approved as to form:

[Signature]  
Friebert, Finerty & St. John, S.C.

10/17/2012  
Date

Attorneys for Transit Express Services, Inc.



## Community Business Development Partners **MILWAUKEE COUNTY**

MARINA DIMITRIJEVIC • Chairwoman, Milwaukee County Board of Supervisors  
NELSON SOLER • Interim Director, Community Business Development Partners

November 12, 2012

John Doherty  
Transit Express Services  
424 W Cherry St  
Milwaukee, WI 53212  
414 264 7433 x 232 office  
[jdoherty@transitexpress.com](mailto:jdoherty@transitexpress.com)

RE: **MTS - Disable Transport - 508-02-201**  
**Purchase Order # B 15026-0001-0008**

Dear Contractor:

The Community Business Development Partners department of Milwaukee County (CBDP) monitors the participation of Disadvantaged Business Enterprise (DBE) firms on County projects to ensure compliance with Milwaukee County Code of General Ordinances Chapter 42 and 49 CFR Parts 23 and 26.

Please take the time to review the following highlights of the DBE requirements covering this contract extension, as they may be considerably different from your current industry practices as a prime contractor.

1. The prime shall submit a signed copy of the contract, including all amendments and schedules, with each DBE providing service toward satisfaction of the level of certified participation stated in the contract extension. It is the responsibility of the prime to obtain contracts from all applicable subcontractors for DBEs participating on lower tiers of this contract extension. Contract(s) must be submitted to CBDP within seven (7) days from receipt of *Notice-to-Proceed*, along with a Project Schedule reflecting the services or goods to be supplied by DBEs. Requests for payment will not be processed if these items are not on file with CBDP.
2. All adjustments to pricing affect DBE participation proportionally. As contract prices are adjusted, reciprocal adjustments to DBE participation will be necessary to maintain the level of certified participation stated in the contract extension. If prime fails to achieve and maintain the level of certified participation stated in the contract extension, prime shall provide documentation to CBDP demonstrating that it made good faith efforts in its attempt to meet the stated level of certified participation. The failure of the prime to reflect a good faith effort to achieve and maintain the stated level of certified participation throughout the term of this contract extension shall be considered a material breach of the contract extension and may result in termination of the contract extension.
3. DBEs desiring to further subcontract work on this contract extension are required to request and obtain approval from CBDP prior to subcontracting any portion of their work under this contract extension.
4. The prime shall count only expenditures to DBEs that perform a commercially useful function in the actual work of the contract. The prime shall be credited for fees or commissions charged for assistance in the procurement of materials and supplies, i.e., brokered deals, according to industry practice up to a maximum of 10% of cost. The prime shall also be credited for fees or transportation charges for the delivery of materials or supplies by a DBE to a

MILWAUKEE COUNTY - CITY CAMPUS • 2211 WEST WELLS STREET, 1<sup>ST</sup> FLOOR, ROOM 200 • MILWAUKEE, WI 53233  
TELEPHONE 414/278-4747 • FAX 414/223-1958



job site, provided Milwaukee County determines the fee(s) as reasonable. The cost of the materials and supplies so brokered will not be credited.

5. Prime shall list DBE service(s) and payment amount(s) separately on each request for payment, in addition to submitting a *DBE Utilization Report* (DBE-16) with each payment request. *Contract Close-Out DBE Payment Certification(s)* (DBE-18) for each certified firm must be submitted with the final payment request. Project Manager will reject payment requests if this information is not included in the request.
6. Prime shall pay all subcontractors within seven (7) days of receipt of payment from Milwaukee County.
7. Approval must be obtained from CBDP prior to making any substitution and/or termination action(s). If for any reason the DBE(s) cannot perform, or if a problem related to achieving the stated level of certified participation exists, the prime shall immediately contact CBDP at (414) 278-4747. The prime must submit a written request for substitution and/or termination to its DBE subcontractor specifying the reason(s) for the request, and forward a copy to CBDP. DBE subcontractor shall be afforded 5 business days to respond to the specifics of the request.
8. CBDP shall notify prime in the event that new regulations or ordinances affecting participation are enacted. Following such notification, prime shall initiate all necessary and reasonable steps to achieve and/or maintain compliance with the newly established requirements throughout the remaining term of this contract extension.
9. CBDP reserves the right to conduct compliance reviews and request from any contractors, documentation (i.e., invoices, cancelled checks, etc.) that will substantiate any stated level(s) of certified participation.
10. Milwaukee County does not allow "pass through" practices and will initiate suspension or debarment proceedings under 49 CFR Part 29, take enforcement action under 49 CFR Part 31, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001 against all persons and firms found to participate in such practices. Milwaukee County will also initiate decertification proceedings against DBEs found to participate in such practices.
11. Failure to comply with these requirements will result in your removal from this project.

While we are here to assist with all DBE-related questions and/or issues, these clarifications are necessary in light of the level of certified participation achieved on the original contract to date by Transit Express Services. Through September of 2012, the level of certified participation is 5.14% of the \$50,553,218.83 in contract payments to Transit Express. This figure is \$940,793.35 short of the level committed at contract award. Therefore, Transit Express will need to increase participation of certified firms in order to come into compliance with its contractual assurances.

The performance of Transit Express will be monitored by CBDP throughout the life of this contract extension. CBDP will send notification via email if at any time the certified participation requirements of this contract extension are not met. Transit Express will have 30 calendar days from the date of notification to establish compliance. Failure to correct within this timeframe will result in payment(s) being withheld until certified participation requirements are met. Failure to maintain compliance for any consecutive 90 calendar day period shall be considered a material breach of the contract extension, and may result in termination of this contract extension.

Please direct inquiries concerning this notification to my attention.

Earnestly,



Mark Phillips  
Contract Compliance Manager, DBE



# TRANSIT EXPRESS: DBE AUDIT RESULTS THROUGH SEPTEMBER 2012

Nov. 2012 - Sep. 2012	2008	2009	2010	2011	2012	CUM. TOTALS
CONTRACT REVENUE	9,427,056.78	11,353,001.02	11,989,563.35	10,927,576.49	6,856,021.19	\$50,553,218.83
7% DBE GOAL (REV X .07)	659,893.97	794,710.07	839,269.43	764,930.35	479,921.48	3,538,725.32
ABLE ACCESS	172,356.35	366,644.03	442,480.24	340,785.08	112,091.18	1,434,356.88
AMERICARE TRANSPORT	330,758.42	157,201.30	0.00	0.00	0.00	487,959.72
AT&T OPTIMUM CLEANING	0.00	9,325.00	15,100.00	12,800.00	4,200.00	41,225.00
EATON'S ASPHALT SERVICE	2,880.00	0.00	0.00	0.00	0.00	2,880.00
IF COON	2,752.95	4,888.59	2,309.21	1,672.50	1,843.15	13,467.40
LOOPS-COFFEE SERVICE	7,464.72	7,382.13	7,630.69	13,027.58	10,773.90	46,199.02
DIANE TAYLOR MARKETING	14,048.42	45,440.22	52,885.55	71,964.47	57,581.39	301,920.05
PROTECH AUTO GLASS	6,984.97	12,401.19	9,865.92	11,372.02	12,890.87	53,635.87
TRUSTE OFFICE PRODUCTS	0.00	0.00	0.00	387.38	34.16	421.54
TROTTER INDUSTRIES	9,600.00	3,000.00	0.00	0.00	0.00	12,600.00
UC CLEAN	0.00	0.00	0.00	0.00	14,500.00	14,500.00
WISCONSIN SECURITY POLICE	46,599.00	61,688.00	46,728.00	43,751.78	0.00	188,766.78
DBE CREDIT	\$653,464.83	\$657,870.46	\$577,119.61	\$495,562.41	\$213,914.65	\$2,597,931.97
SHORTFALL	16,429.14	1,126,519.61	1,252,149.83	1,376,367.94	1,526,006.83	5,940,783.35
DBE %	6.93%	5.79%	4.81%	4.53%	3.12%	5.14%

## TRANSIT EXPRESS CONTACTS

Mary Smaroli  
264-7443 x 201  
John Conery  
264-7443 x 232



## Community Business Development Partners

# MILWAUKEE COUNTY

MARINA DIMITRIJEVIC • Chairwoman, Milwaukee County Board of Supervisors  
NELSON SOLER • Interim Director, Community Business Development Partners

November 12, 2012

Stephanie Baker  
First Transit  
4524 S. 13<sup>th</sup> St.  
Milwaukee, WI 53221  
414-847-2751  
[stephanie.baker@firstgroup.com](mailto:stephanie.baker@firstgroup.com)

RE: MTS -- Disable Transport -- 508-02-201  
Purchase Order # B 15025-0001-0009

Dear Contractor,

The Community Business Development Partners department of Milwaukee County (CBDP) monitors the participation of Disadvantaged Business Enterprise (DBE) firms on County projects to ensure compliance with Milwaukee County Code of General Ordinances Chapter 42 and 49 CH Parts 23 and 26.

Please take the time to review the following highlights of the DBE requirements covering this contract extension, as they may be considerably different from your current industry practices as a prime contractor.

1. The prime shall submit a signed copy of the contract, including all amendments and schedules, with each DBE providing service toward satisfaction of the level of certified participation stated in the contract extension. It is the responsibility of the prime to obtain contracts from all applicable subcontractors for DBEs participating on lower tiers of this contract extension. Contract(s) must be submitted to CBDP within seven (7) days from receipt of *Notice-to-Proceed*, along with a Project Schedule reflecting the services or goods to be supplied by DBEs. Requests for payment will not be processed if these items are not on file with CBDP.
2. All adjustments to pricing affect DBE participation proportionally. As contract prices are adjusted, reciprocal adjustments to DBE participation will be necessary to maintain the level of certified participation stated in the contract extension. If prime fails to achieve and maintain the level of certified participation stated in the contract extension, prime shall provide documentation to CBDP demonstrating that it made good faith efforts in its attempt to meet the stated level of certified participation. The failure of the prime to reflect a good faith effort to achieve and maintain the stated level of certified participation throughout the term of this contract extension shall be considered a material breach of the contract extension and may result in termination of the contract extension.
3. DBEs desiring to further subcontract work on this contract extension are required to request and obtain approval from CBDP prior to subcontracting any portion of their work under this contract extension.
4. The prime shall count only expenditures to DBEs that perform a commercially useful function in the actual work of the contract. The prime shall be credited for fees or commissions charged for assistance in the procurement of materials and supplies, i.e., brokered deals, according to industry practice up to a maximum of 10% of cost. The prime shall also be credited for fees or transportation charges for the delivery of materials or supplies by a DBE to a

MILWAUKEE COUNTY - CITY CAMPUS • 2711 WEST WELLS STREET, 8<sup>TH</sup> FLOOR, ROOM 800 • MILWAUKEE, WI 53208  
TELEPHONE (414) 278-4747 • FAX (414) 223-1958



job site, provided Milwaukee County determines the fee(s) as reasonable. The cost of the materials and supplies so brokered will not be credited.

5. Prime shall list DBE service(s) and payment amount(s) separately on each request for payment, in addition to submitting a *DBE Utilization Report* (DBE-16) with each payment request. *Contract Close-Out DBE Payment Certification(s)* (DBE-18) for each certified firm must be submitted with the final payment request. Project Manager will reject payment requests if this information is not included in the request.
6. Prime shall pay all subcontractors within seven (7) days of receipt of payment from Milwaukee County.
7. Approval must be obtained from CBDP prior to making any substitution and/or termination action(s). If for any reason the DBE(s) cannot perform, or if a problem related to achieving the stated level of certified participation exists, the prime shall immediately contact CBDP at (414) 278-4747. The prime must submit a written request for substitution and/or termination to its DBE subcontractor specifying the reason(s) for the request, and forward a copy to CBDP. DBE subcontractor shall be afforded 5 business days to respond to the specifics of the request.
8. CBDP shall notify prime in the event that new regulations or ordinances affecting participation are enacted. Following such notification, prime shall initiate all necessary and reasonable steps to achieve and/or maintain compliance with the newly established requirements throughout the remaining term of this contract extension.
9. CBDP reserves the right to conduct compliance reviews and request from any contractors, documentation (i.e., invoices, cancelled checks, etc.) that will substantiate any stated level(s) of certified participation.
10. Milwaukee County does not allow "pass through" practices, and will initiate suspension or debarment proceedings under 49 CFR Part 29, take enforcement action under 49 CFR Part 31, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001 against all persons and firms found to participate in such practices. Milwaukee County will also initiate decertification proceedings against DBEs found to participate in such practices.
11. Failure to comply with these requirements will result in your removal from this project.

While we are here to assist with all DBE-related questions and/or issues, these clarifications are necessary in light of the level of certified participation achieved on the original contract to date by FirstGroup America d/b/a First Transit. Through September of 2012, the level of certified participation is 6.33% of the \$39,974,267.64 in contract payments to First Transit. This figure is \$555,019.15 short of the level committed at original contract award. Therefore, First Transit will need to increase participation of certified firms in order to come into compliance with its contractual assurances.

The performance of First Transit will be monitored by CBDP throughout the life of this contract extension. CBDP will send notification via email if at any time the certified participation requirements of this contract extension are not met. First Transit will have 30 calendar days from the date of notification to establish compliance. Failure to correct within this timeframe will result in payment(s) being withheld until certified participation requirements are met. Failure to maintain compliance for any consecutive 90 calendar day period shall be considered a material breach of the contract extension, and may result in termination of this contract extension.

Please direct inquiries concerning this notification to my attention.

Earnestly,



Mark Phillips  
Contract Compliance Manager, DBE

# **FIRST TRANSIT: DBE AUDIT RESULTS THROUGH SEPTEMBER 2012**

Net DBE - Sep 2012	2008	2009	2010	2011	2012	CUM. TOTALS
<b>CONTRACT REVENUE</b>	<b>8,712,125.45</b>	<b>9,130,037.17</b>	<b>9,142,828.14</b>	<b>8,228,680.19</b>	<b>4,760,596.69</b>	<b>\$39,974,267.64</b>
<b>7% DBE GOAL (REV X .07)</b>	<b>609,848.78</b>	<b>639,102.60</b>	<b>639,997.97</b>	<b>576,007.61</b>	<b>333,241.77</b>	<b>2,798,198.73</b>
<b>OIL NETWORK FUEL</b>	126,240.34	74,543.93	92,458.41	97,095.19	62,726.65	453,074.52
<b>PEOPLE'S TRANSIT</b>	0.00	0.00	0.00	0.00	39,435.50	39,435.50
<b>4-2 TRANSPORT</b>	131,680.39	57,298.27	0.00	0.00	0.00	188,978.66
<b>EXACT TRANSPORT</b>	302,199.56	425,078.38	521,075.52	443,363.99	177,775.28	* 850,352.73
<b>VILAR ARTS PRINTING</b>	503.53	410.94	269.52	0.00	0.00	1,184.29
<b>COMMUNITY REST</b>	637.00	804.00	594.00	868.06	676.00	3,089.06
<b>BELONGER</b>	876.42	406.42	0.00	6,102.56	1,068.56	7,243.96
<b>DAIRYLAND ELECTRIC</b>	4,856.25	1,493.05	10,251.00	6,276.00	3,983.44	28,859.74
<b>DBE CREDIT REPORTED</b>	<b>\$566,753.48</b>	<b>\$599,734.99</b>	<b>\$605,468.75</b>	<b>\$554,705.80</b>	<b>\$285,555.43</b>	<b>\$2,572,218.45</b>
<b>SHORTFALL REPORTED</b>	<b>(543,095.10)</b>	<b>(379,367.51)</b>	<b>(334,529.22)</b>	<b>(629,361.31)</b>	<b>(343,656.34)</b>	<b>(5,225,960.28)</b>
<b>DBE % REPORTED</b>	<b>6.51%</b>	<b>6.13%</b>	<b>6.62%</b>	<b>6.74%</b>	<b>5.00%</b>	<b>6.42%</b>
<b>DBE CREDIT</b>	<b>\$563,198.55</b>	<b>\$596,593.00</b>	<b>\$601,169.13</b>	<b>\$532,167.66</b>	<b>\$275,415.66</b>	<b>\$2,528,544.00</b>
<b>SHORTFALL</b>	<b>(546,656.24)</b>	<b>(382,509.59)</b>	<b>(336,828.84)</b>	<b>(543,039.95)</b>	<b>(357,876.11)</b>	<b>(5,555,619.15)</b>
<b>DBE %</b>	<b>6.46%</b>	<b>6.10%</b>	<b>6.58%</b>	<b>6.47%</b>	<b>5.79%</b>	<b>6.32%</b>

## **OIL NETWORK MARKETING**

<b>INVOICE FIGURES</b>	1,226,854.06	712,019.44	881,667.90	745,570.54	566,389.65	4,134,521.59
<b>DBE CREDIT REPORTED</b>	<b>126,240.34</b>	<b>74,543.93</b>	<b>92,458.41</b>	<b>97,095.19</b>	<b>62,726.65</b>	<b>453,074.52</b>
<b>DBE CREDIT</b>	<b>122,685.41</b>	<b>71,401.94</b>	<b>88,168.79</b>	<b>74,557.05</b>	<b>52,586.88</b>	<b>409,400.07</b>
<b>Difference Reported &amp; Actual</b>	<b>(3,554.07)</b>	<b>(3,181.29)</b>	<b>(4,299.62)</b>	<b>(22,533.13)</b>	<b>(10,136.77)</b>	<b>(43,874.44)</b>

## **FIRST TRANSIT CONTACTS**

Stephanie Baker  
Morgan McCadden  
814.847.1761  
814.460.1799





**COUNTY OF MILWAUKEE**  
INTEROFFICE COMMUNICATION

**Department of Transportation**  
Brian Dranzik, Director

DATE: April 15, 2013

TO: Jerome J. Heer, Director of Audits

FROM: Brian Dranzik, Director of Transportation  
Lloyd Grant, Managing Director, Milwaukee County Transit System

SUBJECT: Response to the Audit of Emergency Contract Extensions for Paratransit Services Negotiated by Milwaukee Transport Services, Inc. for a 3-Year Period Effective November 1, 2012

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The Department of Transportation would like to thank the Milwaukee County Department of Audit for their review of the emergency contract extensions for paratransit services. Staff from the Milwaukee County Transit System and the Department of Transportation agrees that the Department of Audit was professional and respectful in their analysis.

Paratransit services are a vital component of transportation services offered by the Milwaukee County Transit System. Transit Plus strives to ensure that individuals with disabilities who rely on paratransit services for their medical and personal needs are provided quality, reliable and uninterrupted transportation services in a cost effective manner. As the audit states, in 2012, over 459,000 van rides were provided. Providing reliable service to the roughly 3,800 clients that depend on paratransit is something that the Milwaukee County Transit System takes very seriously.

MTS remains disappointed that it was not successful in its efforts to attain short-term extensions of existing paratransit services contracts. While it is highly unusual for all of the factors contributing to the extension to occur, the decision to enter into emergency contract extensions was driven by the need to avoid a situation that put paratransit riders at risk of being without critical service. MTS is taking steps to tighten controls necessary to prevent long delays in the procurement process of this service.

Balancing the need to provide critical services with the fiscal realities that are ever-present is the crux of the issue for the paratransit emergency contract extensions. To that end, the Department of Audit report has identified eight areas in which improvements can be instituted to ensure that service is provided and resources are protected. The Department of Transportation and the Milwaukee County Transit System provide the following response to the individual audit findings:

MCDOT Management:

1. *Work with MTS to obtain guidance from the Milwaukee County Corporation Counsel regarding all aspects of its appeals process, including appropriate criteria for allowing public input.*

The Department of Transportation agrees with this finding. The Director of Transportation will facilitate discussion with MTS and Milwaukee County Corporation Counsel for guidance on all aspects of the appeals process. The Department envisions this would begin in the second quarter of 2013.

2. *Work with MTS to include continuation of service provisions in paratransit service contracts that ensure no interruption in service before subsequent contracts are awarded.*

The Department of Transportation agrees with this finding. The Director of Transportation will work with Milwaukee Transport Services, Inc. (MTS) on proper continuation of service language to be included in future contracts. Implementation of this change will occur with the next paratransit services contract MTS enters into.

3. *Work with MTS management to codify its scoring protocol in its procurement procedures.*

The Department of Transportation agrees with this finding. The Director of Transportation will work with MTS to ensure that the existing scoring protocol is incorporated into procurement procedures. The Department anticipates this adaptation to the procurement procedures can be made by the end of the second quarter of 2013.

4. *Establish a suitable timeframe for procurements that include hard internal deadlines, formal agreements for turnaround times on inter-agency interactions, and ample cushion for unforeseen delays.*

The Department of Transportation agrees with the finding. The Director of Transportation will work with MTS on procedures that can be implemented for future procurements. It should be noted that individual procurements vary depending on the service or product being sought so a one size fits all model would not be appropriate. However, the Department of Transportation and MTS can establish a process that establishes a schedule for each procurement that does identify critical internal deadlines. In addition, schedules will be established to ensure that adequate time is allowed for unforeseen delays.

The Director of Transportation will provide written guidance to MTS regarding the formal agreement for turnaround times on inter-agency interaction process.



5. *Establish formal protocols for notification of the MCDOT Contact Administrator when above deadlines are missed.*

The Department of Transportation agrees with the finding. The Director of Transportation will provide written guidance to MTS regarding formal protocols for notification. The Department would further add that this will include an assessment of fiscal and programmatic impacts due to missed deadlines.

6. *Limit emergency contracts/extensions to one year.*


The Department of Transportation agrees the finding and will ensure that contract language limits emergency contract extensions to one year. Future management contracts will state that emergency contracts are limited to one year.

7. *Require formal written notification of the County Executive and County Board Chair within 48 hours of any emergency contract/extensions with a detailed explanation of the nature and extend of the emergency, as well as the fiscal impact of the action taken.*

The Department of Transportation agrees with the finding. The Director of Transportation will work with MTS to ensure that procedures related to notification are established in MTS' procurement procedures. The Department anticipates this task will be completed within the second quarter of 2013.

8. *Work with Corporation Counsel and representatives of the Federal Transit Administration to review all options for terminating the emergency contract extension for paratransit van service without disrupting the service for Milwaukee County's disabled clientele.*

The Department of Transportation agrees with the finding. The Director of Transportation will work with Corporation Counsel and the Federal Transit Administration to review what options are available to MTS and the County. It is difficult to assess a timeframe for when an outcome may be reached since these discussions may be subject to review by the FTA.



Brian Dranzik  
Director of Transportation



Lloyd Grant  
Managing Director, MCTS

(ITEM ) From the Director of Audits, an audit report titled "An Audit of Emergency Contract Extensions for Paratransit Services Negotiated by Milwaukee Transport Services, Inc. for a 3-Year Period Effective November 1, 2012," requesting County Board action to receive and place on file the said audit report and to concur with the audit recommendations provided therein, by recommending adoption of the following:

#### **A RESOLUTION**

WHEREAS, the Audit Services Division of the Milwaukee County Office of the Comptroller conducted an audit of the events and circumstances associated with the negotiation of emergency contract extensions for paratransit services by Milwaukee Transport Services, Inc., for a 3-year period effective November 1, 2012, and issued an audit report summarizing the results of its review in April 2013; and

WHEREAS, a number of audit recommendations are provided in the audit report and a copy of management's responses has been added to the report as Exhibit 2; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors receives and places on file, the Office of the Comptroller – Audit Services Division report, "An Audit of Emergency Contract Extensions for Paratransit Services Negotiated by Milwaukee Transport Services, Inc. for a 3-Year Period Effective November 1, 2012," and concurs with the audit recommendations contained therein.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** April 15, 2013

Original Fiscal Note ☒

Substitute Fiscal Note ☐

**SUBJECT:** Resolution to receive and place on file the Milwaukee County Office of the Comptroller – Audit Services Division audit report, "An Audit of Emergency Contract Extensions for Paratransit Services Negotiated by Milwaukee Transport Services, Inc. for a 3-Year Period Effective November 1, 2012," and to concur with the recommendations contained therein.

### FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☒ Existing Staff Time Required

☐ Increase Operating Expenditures  
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

*Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.*

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0



## DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

This resolution requires no additional expenditure of funds.

Department/Prepared By Office of the Comptroller – Audit Services Division/Paul Grant

Authorized Signature



Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?<sup>2</sup> ☐ Yes ☐ No ☒ Not Required

<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

<sup>2</sup> Community Business Development Partners' review is required on all professional service and public work construction contracts.